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The Solicitors' Journal.

LONDON, JUNE 27, 1868.

AT BROMLEY COUNTY COURT the question recently arose whether attorneys' costs should be allowed where counsel was employed, and the attorney was represented by his clerk. The judge (Mr. Lonsdale) allowed the costs. We have thus another instance in which county court judges sitting in adjoining districts decide in exact opposition to each other. We recently noted a case at the Lambeth Court (*ante* 675) in which Mr. Pitt Taylor refused attorneys' costs under precisely the same circumstances. In neither of the cases do the learned judges appear to have given their reasons, but we presume their difference of opinion rests entirely on the interpretations they respectively put upon the word "attendance." In the scale of costs drawn up by the committee of county court judges the words "attendance" or "attending" continually occur, and in some instances the committee certainly could not have meant that the attorney should do the attendance in person. For example, after giving the costs of drawing brief for counsel, we have "attending him therewith 3s. 4d." It never could have been intended that to entitle an attorney to costs, he must perform that small service himself. And yet if we are to read the words "attendance" and "attending" in Mr. Pitt Taylor's sense, the attorney loses his costs if his clerk waits upon counsel with the brief.

The 15 & 16 Vict. c. 54, has enacted that a clerk is not to *advocate* the county court case in which his principal is retained; he cannot even be heard; but we know of no authority requiring that, in contradistinction to the practice in the superior courts, an attorney who has retained counsel in a county court case must attend the court in person. *Some one* certainly should be in court to represent the attorney, but not necessarily the attorney himself. If the case has been in the hands of a managing or other clerk, he will probably be more familiar with its ins and outs than his principal. In any case, the person to attend should be whoever is the master of the case, principal or clerk as it may happen; but an attorney who has sent a competent clerk, properly familiar with the case, to look after it and assist counsel where necessary, ought not to be dragged into court on pain of losing his costs. If such a rule were insisted on in the superior courts, it would be impossible for any firm to carry on a large business; the same holds in the inferior courts, and the contrary would be very harsh towards attorneys, as well as detrimental to the interests of the suitors.

THERE APPEAR to us to be some substantial objections to the bill now before the House of Commons to amend the provisions of the Lands Clauses Consolidation Act (1845), which was read a second time on Thursday last. By that Act it is provided that whenever the title to lands taken by public companies is doubtful, and where parties refuse to convey or do not show title, or cannot be found, the value of the lands are to be ascertained, and the amount paid into the Court of Chancery, there to remain until the true owner has proved his title (sec. 76), and the land does not vest in the company until such payment into court has been made.

This bill proposes to vary this and similar sections in the Act, and provides that where the promoters of undertakings shall deal *or have dealt* for the fee-simple of lands, with persons claiming such fee-simple, and showing a title to such fee-simple *primâ facie sufficient*, but who are in reality the holders of such lands for, or for an estate dependent on, the continuance of a term of years only, the contracts and conveyances made to such persons, after payment to them of the purchase-money, shall be valid against all persons entitled to the reversion of such lands; the reversioner being in that case only entitled to recover the proportion of the monies paid for the lands in question to which he is entitled, by proceedings in a court of equity, against the termor.

This would seem to place public companies purchasing lands in a totally different and somewhat dangerous position, and to create powers which could only be used to the disadvantage, in many instances, of reversioners and other expectant owners. For example, A., having a legal title in reversion to lands to which B. may be able to make out a colourable title, is liable to be deprived of his rights altogether, by the payment of the value of the lands to B., who may become bankrupt or may otherwise dispose of the money received before the reversioner's right to raise the question of title arises; and it follows that if this bill should become law; a lessee for a long term of years, acquiring titles under an old will, in which, through ignorance or mistake, the property has been described as freehold, may show a sufficient *prima facie* title to the fee to induce the company to pay the purchase-money over to him, to the injury of the reversioner, and in many instances while he is in total ignorance of the transaction.

The recent decisions of Vice-Chancellors Stuart and Malins, on the claims of reversioners to portions of the lands required for the site of the new Law Courts, which had been claimed in fee by the termors, may probably have given rise to this proposed piece of *ex post facto* legislation, but whether the commissioners have or have not suggested it, the bill should not be allowed to pass a third reading without further time for the legal public, and especially legal members, to look into it.

THE GOVERNMENT have chosen Mr. Street to be the architect of the New Law Courts: Mr. Barry considers that the Government ought to have chosen him instead of Mr. Street. He contends that he had a claim to be so chosen, and, without any hostile feeling towards his friend Mr. Street, or depreciation of Mr. Street's ability, feels aggrieved at the choice which the Government have made and endeavours to obtain the question to be reopened. When we consider how great and how honourable the prize will be, we cannot wonder that any competitor should leave no stone unturned to secure it for himself, and whether Mr. Barry is right or wrong, he is, at any rate, honest in his belief that he is being unjustly deprived of a very great prize; but this does not prevent his behaving in a very friendly and courteous manner towards his rival. The world would be very much pleasanter than it is, and merit would oftener win its deserts, if every owner of a grievance comported himself in the same manner. In the meantime Mr. Barry has written a letter of complaint to the Secretary of the Treasury;* on the 12th ultimo the Marquis of Salisbury drew attention to the subject in the House of Lords, when the Lord Chancellor entered into a lengthened justification of the Governmental proceeding, and Mr. Barry has also, through Mr. Lowe, presented a petition to the House of Commons, praying that a select committee may be appointed to inquire into the case.

Beyond the importance of the subject to the two archi-

* Vide *sup.* p. 701.

tects, the question is a public one. Let us, then, see how the matter really stands.

Mr. Barry says:—"The terms of the competition amounted to a contract with the competitors—(1) that the architect of the new law courts should be the competitor who sent in the best plan; and (2) that in determining which was the best plan, utility was to be preferred to effect. The judges decided that my plan was first as regarded utility, and Mr. Street's as regarded effect: therefore I ought to be the architect."

The Government say:—"In consequence of the judges not pronouncing a definite verdict in favour of any one competitor," the competition miscarried, and is at an end; "we were therefore left to settle the matter without anything to bind or guide us, and, under the circumstances, we thought it best and fairest to appoint Mr. Street."

Now let us see what are the facts. The Treasury minute (December 23, 1865; before the instructions to the competitors had been finally settled) determines "that the notice or invitations to compete be issued by the committee of judges, and that *their award should be final.*" Then come the instructions for the competing architects, finally settled and signed by Lord Cranworth, then Chancellor, on the 17th of April, 1866. These instructions emphatically and repeatedly impress upon the competitors—"Utility to be attended to before effect," We have the documents before us, but Mr. Barry in his letter has extracted the passages bearing on this point.—*e.g., The arrangement of the offices and courts is of vital moment; on it mainly depend the success or failure of their concentration, and its importance cannot be over-estimated*"—and again accommodation and arrangement are spoken of as *the chief points to be kept in view, and to be treated as superseding, so far as they may conflict, all considerations of architectural effect*," &c., &c. Then there follows the "memorandum of terms for the competing architects,"—a payment of £800 to be made to each competitor, except the successful one, who is to be employed as the architect of the building." . . . . Questions arising on the memorandum to be referred (as was subsequently done) to the Attorney-General. All the competing designs, &c., to become the property of the Government.

These conditions show very clearly what is to count most in valuing designs, but as Lord Cairns pointed out the other night, they do not stipulate that any particular *design* shall be chosen. As conditions made with eleven competitors of the first eminence, they do in our opinion amount to a stipulation that one of the competitors shall be employed; though not necessarily to carry out his own competing design (in fact if other *indicia* were wanting, the retention by the Government of *all* the designs would point to this).

Of course what was contemplated by all parties was that the judges would assign the palm to one design, and that the author of that design would forthwith be appointed. Unfortunately the judges did not do this; they made a double award, and found that Mr. Barry's design was first as to "plan and distribution of the interior," and Mr. Street's as to architectural effect; which really amounts to saying that Mr. Barry's was first as to "utility;" and Mr. Street's as to effect." It was then suggested that Messrs. Barry and Street should work together, Mr. Barry looking after the internal arrangement and Mr. Street seeing to the elevation; but we cannot regret that this idea had to be abandoned. We do, indeed, remember a classic edited by two clergymen whose preface announced that the critical, historical, and philological part was undertaken by Mr. A., the responsibility of the moral and theological department resting with Mr. B.; but as a rule such a divided responsibility inevitably results in delay, disagreement, and shortcomings for which neither workman can be brought to book.

However, the other competitors objected to any such plan in their own interests, saying that they had not competed each against any two of the remainder. Then the judges were treated much as a jury who have returned an irrelevant verdict,—and were requested to reconsider their decision. They replied, however, "mildly, but firmly," that they could not fix on any one design,—they were ready to give all the help they could, but they had done their best, and could get no further. Then the legality of the award was referred to the Attorney-General, who decided (as it appears to us justly), that the dual award was not within the terms of the competition, and that the competition had, therefore, in fact, failed, and was at an end.

There then the matter was; the competition had failed, there was no award to guide the commission, and yet some one must be appointed. The stipulation in the Treasury minute, that the judges' award should be final, is, therefore, not now legally binding, in reference to the choice of an architect, because no legally *valid* award has been made. The terms "legally binding" or "legally valid" are not, however, properly applicable to a compact such as that entered into by the Government and the eleven competitors; but still, as the competition is at an end, and there is no award which satisfies the conditions of the compact, the Government are not in any manner technically fettered by anything relating to the competition, and very probably are not actually *bound* to appoint either Mr. Barry or Mr. Street, though, as everyone must admit, they are bound, *in foro conscientiæ*, as well as for the sake of expediency, to choose from the pair. But we cannot but hold that the Government ought, in making their choice, to carry out in their selection the *spirit* of the intention pervading the terms of the old competition; and in choosing between the architect who has approved himself by a design distinguished for utility, and the architect who has approved himself by a design distinguished for architectural beauty, to "attend to utility before effect." We do not, as Mr. Barry appears to do, put the matter so high as considering that the Government, in selecting Mr. Street, have committed a breach of contract; but, admitting Mr. Street's merit; we nevertheless hold that, *in foro conscientiæ*, it was—we will not say obligatory, but most fitting—that Mr. Barry should be chosen.

As the matter stands at present, the Government have acted very much like a jury deciding a case upon something which is not evidence. It so happens, though it has nothing to do with the Law Courts, that another "competition" has been going on respecting the National Gallery, and Mr. Barry has, it seems, distinguished himself in that competition also. As both matters have been disposed of, Mr. Street gets the Law Courts and Mr Barry the National Gallery, which looks very much as though the Government had said—"These two men must have these two things between them; let us settle it by giving Mr. Barry the one to which his claim is undisputed." If that has been the *ratio decidendi*, we have seldom heard a worse one; for, though it seems plausible at first sight, it altogether ignores the relative value of the prizes, and, moreover, places Mr. Barry in a worse position than if he had *not* distinguished himself in competing for the National Gallery.

OF ALL ASPECTS of the law of libel there is none more important than that which affects the public press; and the branch of the law which mainly concerns newspapers is that which relates to the right of reporting and commenting upon public proceedings. Up to a very few years ago the law upon this subject was in a loose and chaotic condition. No clear principle had been laid down with respect to it; and the whole matter was almost inextricably mixed up with the kindred but very different subjects of privilege. It has been the lot, however, of the present Lord Chief Justice to do much towards placing the law on this point upon a more satisfactory basis. *Campbell* v. *Spottiswood*, the well-known case against the *Saturday Review*, in which his Lordship's ruling was confirmed by the Court of Queen's Bench; *Hunter* v. *Sharpe*, against the *Pall Mall Gazette* and within the last few

days, *Risk Allah* v. *Whitehurst*, against the *Daily Telegraph*, will for the future be leading cases upon this department of law.

Risk Allah v. *Whitehurst* is a case of great importance, not because any new principles of law were laid down in it, but because old principles were re-asserted in the Lord Chief Justice's charge with peculiar clearness and emphasis, and were applied to a state of facts especially adapted to illustrate their extent and importance. In this case it appeared that a short time ago Risk Allah was put upon his trial in Brussels on a charge of murder and forgery. The trial lasted for many days and resulted in the acquittal of the accused. The complaint of the plaintiff in the late action was twofold; first, that the *Daily Telegraph* had published an unfair report of the trial; and secondly, had after his acquittal published a leading article, which it was said substantially asserted his guilt.

As to the first head of complaint there was nothing new in his Lordship's ruling. The report in question consisted of a series of letters from a correspondent specially sent over for the purpose, in which the leading incidents of the trial were narrated in a somewhat dramatic and sensational fashion. And his Lordship laid down that the form was unimportant, the question was whether the report was a fair one:—"Whatever may have been thought in past times, now-a-days, at all events, a fair and impartial report of the proceedings of a court of justice, although, as incidental to them, it may embody matter defamatory to an individual, is, nevertheless, privileged and protected, the public interest and advantage in having the reports published preponderating so much over the inconvenience to individuals as to justify the sacrifice of private convenience to the public good. But the condition upon which alone the privilege can be maintained is that the report shall be fair, truthful, honest, and impartial. It need not be a report of everything, nor of all the proceedings of a long trial; the report may be long, or it may be more condensed, but still you must have an honest and impartial and substantially fair account, or there is no privilege."

Upon the second part of the case his Lordship's ruling is a matter of greater importance. It seems to us to be clearly sound in principle, but it is a somewhat new application of the principle. His Lordship laid down that everybody has a right to comment upon the proceedings of courts of justice, even to the length of impugning the verdict of a jury and imputing guilt to a person acquitted, provided the comment be *bonâ fide*, and be fair and reasonable under all the circumstances of the case. Speaking of the article complained of, he said:—"If the jury thought it meant that a man who had been acquitted by a verdict of a jury was really guilty, then the question would be whether it could be excused, under the circumstances, by the privilege which the law wisely allowed to public writers in the discussion of matters of public interest. It was admitted that the administration of justice was so important to the wellbeing of society (especially as to the result of trials) that public writers have the right of discussing it, even although in so doing they may bear hard upon individuals; and therefore, although they should turn out to have been erroneous in their observations, yet if they have written in good faith, with an honest desire to discharge their duty, bringing to it reasonable judgment, they are not legally liable, and therefore you are rightly invited to consider whether the circumstances were such as to allow of the claim of privilege, even although it was intended to impute that the crime of murder was really committed. And with a view to the consideration of that question it was necessary to enter into the circumstances of the case, and to inquire what were the facts proved against the plaintiff, and what were in his favour;" and again, "Under all the circumstances, it was for the jury to say, not merely whether they did not think that Risk Allah was innocent, but whether they thought that in the fair, honest, reasonable exercise of a public writer's privilege an could be written imputing that the plaintiff was guilty. If through some mere oversight a great criminal had escaped, and there was any reason really to believe that there had been a miscarriage of justice, a public writer might honestly and with a fair exercise of judgment animadvert upon it; but if the jury thought there had been rashness or recklessness in the spirit in which the writer had in this instance quarrelled with the verdict of a jury, and represented that a man who had been acquitted, was guilty—if they thought that it was written wantonly, or without due consideration, without a proper sense of what was just and fair, then they should give a verdict for the plaintiff."

In this case the jury found a verdict against the *Daily Telegraph*, and, we think, rightly. But the press are on the whole the gainers; their liberties are confirmed by the trial.

Whilst we do not see any reason to find fault with the verdict against the *Telegraph*, we are glad that the action against the *Standard* terminated in favour of the defendants. They, as the proprietors of the paper, had really done all they could to repair the wrong which their reports had done the plaintiff. They had published a full and handsome apology. It was not in the very words the plaintiff proposed, but it was quite as effectual to set him right with the world, and the jury thought he ought to have been satisfied with it. This was, we think, a just and reasonable conclusion. When you injure a man you owe him reparation, but it would be absurd to insist on that reparation being made in some form which possibly may be incompatible with your own dignity. Suppose, for example, the injured person was to say, "I will receive no apology except you make it on your knees," and you nevertheless were to make it without going through that humiliating ceremony. He would scarcely hope to be able to recover damages from you on that account. Yet it was something like this that Risk Allah attempted against the *Standard*. The jury, however, looked to the substance and not to the form of the matter, and pronounced that the proprietors of the newspaper had done all that was necessary to screen themselves from liability. Both these trials seems to us to exhibit the satisfactory character of our law of libel. Emphatically the issue in such cases ought to be left, as since Fox's Act it must be left, at large to the jury. The constitutional tribunal is eminently fitted to hold the balance between "public advantage" and "private inconvenience," far more fitted for such a task than any single judge, however wise and impartial he may be. It is hardly too much to assert that the liberty of the English press owes as much to the fact that juries and not judges are the arbiters of the question of "libel or no libel" as it owes to the absence of licensing acts.

THE SINGULAR FIGURE at which the damages in thd case of *Risk Allah* v. *The Daily Telegraph* were assessed may probably be regarded as the result of a compromise. Eleven jurors were agreed as to the amount to be given. One stood out for a different sum. If we take the amount agreed on by the eleven to be £1,000, and that which was considered sufficient by the twelfth to be £500, add all the amounts together and then divide by 12, it will be found that £960 is the nearest round number. It appears likely that the amount of the verdict was arrived at in this manner. Such a course of proceeding does not seem open to any objection, and after discussion has proved fruitless in producing unanimity, it may reasonably be adopted as the best and fairest method of arriving at the average opinion of the jury on what is after all a mere matter of detail.

IN A CASE of *Parsons* v. *Wallis*, in the Lambeth County Court this week, a maid servant claimed a month's wages in lieu of a month's notice. She had gone into the service on the 29th of April, and on the

20th of May she received notice that at the end of the month from the commencement of the service she would be required to leave. She did leave on the 29th of May accordingly, being paid her wages up to that day. She contended that she was entitled to a month's wages, or a month's notice dating from the day of the month on which the service commenced, and that therefore, a full month's wages was due. The master contended that, notice might be given any time during the first month to expire at the end of the month; he had, therefore, given notice on the 20th, to expire on the 29th. The judge (Mr. Pitt Taylor) said both parties had mistaken the law. The first fortnight was a fortnight of trial, during which either party might give notice, such notice to expire at the end of the month; but after the end of the fortnight a whole month's notice must be given, not a notice to expire on the day of the month when the service began, but a month from any day on which either of the parties chose to give notice. In this case the notice given on the 20th of May, only nine days short of the month, ought to have been to expire on the 20th of June. The plaintiff was, therefore, entitled to a month's wages less nine days.*

In *Lord Lichfield* v. *Newbold*, decided in the Court of Queen's Bench last Monday, a question arose as to the effect of 11 Geo. 2, c. 19, s. 14, which first allowed the action for use and occupation where there is a demise not underseal. The defendant became assignee of a parol tenancy from year to year in the middle of a quarter, and failed to pay the rent when it fell due, and the plaintiff, the reversioner, sued under the common counts for use and occupation, and claimed the rent for the entire quarter. The defendant admitted that the amount claimed was due under the lease, but argued that he was not liable to pay it in this form of action. It is surprising that the law should be unsettled on a question like this, which must, one would have thought, have often arisen before. There is, however, great doubt on the point. A case of *Naish* v. *Tatlock*, 2 H. Bla. 320, was clearly in the defendant's favour, but *Gibson* v. *Courthorpe*, 1 Dow. & Ry. 205, and one or two other cases, appeared to lean the other way, although they cannot be said to have directly overruled *Naish* v. *Tatlock*. The Court did not decide this point, as they preferred amending the declaration so as to convert it into a claim for the rent admittedly due. There might, however, be circumstances which would prevent a plaintiff from amending in a case like this; and if so he might fail to recover the amount due to him in consequence of the form in which the action was brought. In drawing declarations in cases of this kind it will therefore be well to remember the doubt that exists as to the construction of 11 Geo. 2, c. 19, s. 14.

It is somewhat peculiar to notice how few reported cases there are upon the 28th section of the last Solicitors' Act (23 & 24 Vict. c. 127). It will be remembered that by that section in every case in which an attorney or solicitor shall be employed to prosecute or defend any action or suit in any court of justice the Court or a judge before whom any such suit, matter, or proceeding has been heard, or shall be depending, may declare such attorney, &c., entitled to a charge upon the property recovered or preserved; and further on, in the same section, it is provided that a solicitor shall have a charge upon, and a right to, payment out of the property, of whatsoever nature, tenure, or kind the same may be, which shall so have been recovered or preserved through his instrumentality for the taxed costs of or in reference to such suit, matter, or proceeding. For instance, there does not appear to have been any reported decision upon the construction of the words "*recovered or preserved*," and it might be supposed from the context that those words must be read as though a solicitor had by some order or proceeding taken or recovered in the suit, either actually saved, or by some active steps prevented some other person from dealing with, the fund in question to his client's disadvantage.

In *The Philippine*, 15 W. R. 461, the master of a ship instituted a suit for wages; the defendant made a counter-claim in respect of the purchase-money of certain shares in the ship bought by the plaintiff. Upon taking the accounts, £103 was found due to the plaintiff for wages, and £170 due *from* him in respect of the purchase-money. The plaintiff's solicitors claiming a charge on his shares in the ship for their costs, it was contended, against their claim, that as the result of the registrar's report had been the declaration of a balance *against* the plaintiff, the solicitors could not be considered as having recovered anything for him. The judge (Dr. Lushington), however, declared the solicitors entitled to a charge on the plaintiff's shares in the ship, observing that the suit had settled his right to the £103 for wages, and though that balance in his favour had, by *other* accounts, been turned into a balance *against* him, yet the result of the suit was to be taken to be that the plaintiff was entitled to the transfer of his shares (they were as yet not transferred to him) for £103 less than if there had been no suit; and he consequently regarded the solicitors as having recovered or preserved £103 for the plaintiff, and declared them entitled, to that extent, to a charge on his shares in the ship.

In the unreported case of *Morris* v. *Francis*, decided by Vice-Chancellor Malins, in chambers, in the middle of last month, where the bill was filed by the plaintiff stating a breach of trust on the part of the defendant in paying the plaintiff's money into the bank in her own name instead of in that of the plaintiff, and alleging that the defendant had given notice to the bank to pay to her, and she intended to use the sum so deposited by her, and praying for an injunction to restrain such payment, an injunction was granted, and continued for upwards of twelve months, when the bill was dismissed as against the bank. The defendant's solicitor having in the meanwhile prepared an answer which was never sworn to by the defendant, and having appeared for her, he subsequently applied at chambers for an order to charge the fund in the bank with his costs, alleging that he had, as it were, negatively, by his defence, prevented the plaintiff dealing with the fund. It appeared, also, that the plaintiff and defendant had arranged not to proceed further with the suit, and the Vice-Chancellor thereupon made an order giving the solicitor the required charge, expressing his opinion that it was not necessary that the solicitor applying should show that he had obtained any order in the suit preserving the fund. If in any way the consequence of what he had done had that effect, either directly or indirectly, and, as in this case, the mere appearance of the defendant prevented the plaintiff receiving the money until a time when both parties agreed not to proceed further. The Vice-Chancellor considered that the fund had been preserved by the solicitor, and, consequently, he was entitled to his costs out of it.

If this case is to be followed, it certainly amounts to a very useful extension of solicitors' rights against the property of their clients, and it is one which should be more generally known in the profession.

In *Bowzer* v. *Bradshaw*, 10 W. R. 481, although the Court refused to hear an application under this section to charge property recovered for an infant plaintiff with the costs incurred by the next friend's solicitor, unless it was substantially opposed on behalf of the infant, yet, on the question being brought before the Court again, after the infant had attained his majority, an order to that effect was made (S. C. 4 Giff. 260). And, again, the Court appeared to have been inclined to place a liberal construction upon the section when dealing with it in the case of *Bailey* v. *Birchall*, 5 N. R. 237, where a solicitor was allowed a charge against the estate

* *Vide* another case, *supra* 494.

of the deceased person, although the executors had a right of set-off against the client.

And in the case of *Tardrew* v. *Howell*, 10 W. R. 32, 3 Giff. 381, it was held that the claim of a London agent is within the section to the extent of the balance due from the client to the country solicitor, and this notwithstanding the balance at the time of the application existing between the country solicitor and the town agent had not been ascertained.

From the very words of the section quoted above it would appear that the charge to which the solicitor is entitled must be restricted to the costs of or in reference to the suit, matter, or proceeding, in which the property has been recovered or preserved; yet doubts having arisen as to these words, this has been the subject of decision in the case of *Ex parte Thompson*, 8 Beav. 237, and in *Wilson* v. *Round*, 12 W. R. 402 (where the cases upon the section have been noted), and the charge under the Act was held to extend only to the costs in the particular matter or suit. The general result of the few cases, therefore, is to show a tendency to carry the solicitor's right to a charge to the utmost extent in any case where he has, directly or indirectly, been the means of recovering or preserving property, and even the right of set-off against the client will not always defeat a solicitor's right to a charge on the fund recovered or preserved, as will be seen by a reference to *Bailey* v. *Birchall* (*ubi sup.*).

AMALGAMATION.

Amalgamation is a word as familiar to lawyers as to chemists or metallurgists: the amalgamations of insurance and other joint-stock companies have been a very fertile source of employment to all ranks of the profession. It is not, however, of these amalgamations that we are now thinking, but of that which is suggested as to take place between the bar and the attorneys and solicitors. It is now some years since this proposition was first broached, and though it has not yet found much favour either with lawyers or those who employ them, it is every now and then revived, to become the theme of more or less discussion. In the present instance, the revival has been occasioned by a strong opinion in favour of the change delivered by Mr. Justice Hannen, at the anniversary dinner of the Solicitors' Benevolent Association. Mr. Hinde Palmer, Q.C., in responding to the toast of "the Bar," took occasion to express a hope that the day was far distant when any change would be made, which should place the bar in direct communication with suitors, believing as he did that such a change would diminish the honour and utility of both branches of the profession. After this it was hardly possible for the learned chairman, holding an opinion far beyond the contrary to Mr. Hinde Palmer's views, not to give utterance to his own ideas upon the topic. Any opinion delivered by a judge held in such deserved esteem as Mr. Justice Hannen is entitled to the highest respect; and it is very true indeed, as he observed, that all good, opinions were in the minority once. As to this one opinion, however, we are unable to agree with Sir James Hannen, believing that on this subject his opinion is not only in the minority, but is so deservedly.

The present condition of the legal profession has been arrived at by a very gradual growth. If we could go back to the earliest days we should find the prototypes of our modern barristers holding direct communications with, and receiving direct payments from, the litigants who consulted them. The attorneys and solicitors were hardly then, as they are now, a distinct branch of the law. But as the study and practice of the law grew apace, certain individuals acquired the habit of "attorning," and of course a man who had discharged that function several times was a better assistant than one less experienced in the forms of the law. Thus attorneyship came to be a distinct vocation, a sufficient employment to occupy the whole of any one man's time and energy. The attorneys gradually rose to the dignity of a profession, and as their importance increased, provision was made for admitting none but properly qualified persons. Indeed, as far back as 15 Ed. 2 attention seems to have been turned to this, for the statute, cap. 1 of that year, restricts the power of admitting them to the Lord Chancellor and Chief Justice, prohibiting the clerks and servants of the barons of the Exchequer and justices from doing so, and forbids the barons and justices themselves to admit any, "but only in pleas that pass before them in the benches and places where they be assigned by us."

Thus the attorneys and solicitors grew to be an important branch of the law; and as they became a distinct body by themselves, their particular functions became distinctly marked out, as contrasted with those of the bar. It seems, therefore, that the bar and the solicitors have gravitated into their present places in obedience to the requirements of convenience; and this, to our mind, is a strong *a priori* argument (we do not put it higher) in favour of the arrangement which has thus been produced.

Mr. Justice Hannen recognises the great difference between the duties of an advocate and those of the solicitor, but thinks it impossible to draw a line of demarcation. We confess that we cannot appreciate the force of this corollary. If a line of demarcation is intrinsically advisable, the mere difficulty of assigning it is not a sufficient reason for doing without it; and, indeed, it is but seldom that a dividing line can be drawn in any matter without the immediate adjacencies bearing a strong resemblance to each other. Here, too, we have a line existing, with this strong recommendation—that it is not a line which has been drawn, but one which (if we may be permitted the confusion of metaphors) has *grown up*. It is said also that the present division of the profession into two classes works a hardship upon young men, who cannot at once decide for which branch they are best adapted. We cannot acquiesce in this. The functions of the two branches are admittedly distinct, and this being so, justice to the public demands that none should be able to transfer himself from one branch to the other without undergoing the proper training.

But it is said that as a fact the system which has grown up is *not* convenient. The mere fact, again, that other nations manage to live and litigate without such admissions, is not even a *prima facie* objection, until it be shown that they are on that account better off than we. It appears to us that, regarded in the light of the division of labour, the system is very convenient. The division of labour, like everything else, may be carried to an excess, but the advocate who professes the theory of law, and the lawyer who stands between him and the client, and transacts the practical and formal business required by the law, seem to us persons whose functions are much better discharged by separate individuals. It is said that if the amalgamation were effected, we should have this provided for by the universal formation of firms consisting of an advocate, one common law man, one chancery man, and so forth; but if so great a demolition is to be made only in order that what was once done by law may be carried out in a sort of *cy près* manner by this process, we really think the pick-axe had better not begin its work at all. At present, any one or two solicitors, by retaining counsel when necessary, can practise, under their own sole control and responsibility; and there is far more free trade for solicitors than there would be under such a system of partnerships. Again, we cannot think that the change would improve, either in point of quality or celerity, the advocacy or the advice for which clients come to lawyers. We believe that the man who has personally seen or heard the client's case is not as a rule in a position to give the soundest advice. The client asks, What will the Court or jury think of this? and solicitors will bear us out when we say that it is much harder than people suppose, to

dismiss from the deliberation a quantity of things, shades, and tones, of which you become sensible or which the clients will place before you, but which would be disregarded, or would never even make their appearance in court. It is harder, we believe, for a lawyer to say how the Court will view a case in which he himself is litigant, than to pronounce upon a case from the instructions drawn up by a competent attorney. It is one thing to pick out all that is material, but it is another to get rid of the impression which the rest may have produced on your mind. And if the functions of the counsel and the attorney are such as are best discharged by different individuals, *ergo*, no time is wasted by their being kept apart. English law is more complicated than it need be, but if simplified to the utmost, social and commercial intricacies would still require it to be complicated; and this being so, no reasonable being could expect to have legal opinions considered and delivered in the time which a physician takes to ask a question, feel a pulse, and write a prescription.

It is no doubt important that the barrister and the solicitor should each be able to appreciate the other's work. Under the existing division, we think that they do, and the practice which is largely on the increase, among both solicitor and bar students, of studying for a certain time the practice of *both* branches, will promote this for the future. No doubt there are changes which might be made to great advantage, for instance, as to the computation of solicitors' costs, and the payment of conveyancing; but in order to deal with these matters it is not necessary to overhaul the whole fabric.

THE JUDICIAL CONSTITUTION OF THE COURT OF CHANCERY.

A pamphlet bearing this title, and consisting of a paper read before the Judicial Society by Mr. Alfred George Marten, of the equity bar, which appeared last week in our columns, seems to demand some notice. The subject is one not only of great public interest, but of daily increasing practical importance, not only to the profession, but to the whole nation. The existence of the Commission on our Courts of Judicature, so far from in any manner detracting from that importance, rather increases it, by increasing the probability of legislative action, and by rendering it almost certain that such action, when it comes, will be reasonably permanent in its operation. For, as there can be little doubt that the commission will recommend *some* change in our judicial system, and it is not unlikely that that change will be somewhat sweeping; so whatever change is recommended will be likely to be considered as all that is necessary, and suggestions not so mentioned will have little hope of reaching the public ear. It is, therefore, all the more necessary that now, while there is still an opportunity of affecting public opinion, or perhaps even the royal commission itself, no reasonable opening for bringing prominently forward any useful or practical suggestion connected with this subject, should be neglected. And it is not too much to say that in the paper in question there are many such suggestions, and that the whole paper, though not in all respects embodying the precise views which we have thought it our duty to support, is well deserving of attentive and favourable examination. In many respects, indeed, it repeats in substance the suggestions some time ago made in this Journal,* and though, where it differs from these suggestions, we still prefer our own plan, we cannot deny that Mr. Marten's possesses the great advantages of superior simplicity and facility of execution.

As to the transaction of business in chambers, we are glad to find that Mr. Marten (in common, we believe, with every practitioner in equity, except some of the elder Q.C.s) objects strongly to the large and daily increasing transfer of judicial business from the judges to their chief clerks. We desire, on our own account, to add, as an evil of even greater magnitude, though of late growth, the attempt now made, by at least one of the judges, to force parties to accept his off-hand decision in chambers, without argument, whenever he, in the exercise of his own discretion, thinks the point at issue to trivial to "take up the time of the Court." We desire to speak with the utmost deference of the Vice-Chancellors; we are certain that they all, according to their several notions, desire "to do justice and support right," but we can assure their Honours that no judgment, however righteous, will be accepted by the defeated party as final, or even felt by the victor to be just, which is arrived at without having enabled any party desiring it to have his case fully discussed. It is not because a point seems trumpery to the judge or the bar that it is to be so regarded by the litigant, and it is the greatest fallacy in the world to suppose that the "time of the Court" is saved in the least by shuffling a number of matters of all kinds higglety pigglety into chambers, thence to emerge in the shape of innumerable adjourned summonses, or to occupy "the time of the Court" in the form of numerous appeals. Mr. Marten observes, "that, if the first principle of judicial administration is that justice be done; the second is, that it appear to be done. It is almost as necessary that the tribunal should appear to be efficient, and that the decision should carry weight accordingly, as that it should in fact be efficient. We are almost inclined to reverse the order of this proposition. "He is the best judge who is seldomest appealed from," said Rabelais, and we believe him to be right in the main; that is, that it is far more important that a judge should satisfy the defeated party that justice has been done him, than that he should be abstractedly right; and all, who have any experience of litigation know that counsel are far more ready to advise appeals, and clients to act upon such advice, when their case has been somewhat summarily disposed of, than they would be if, the result being the same, they felt that all that they wished to urge had been heard and weighed. Our readers will readily supply for themselves many startling instances of appeals produced more by the want of patience of the Court at the first argument than by any fault in the decision; nay, we remember at least one instance where the burden of the appellant's counsel before the Lords Justices was, "We were not heard," "his Honour practically refused to listen to us;" and their Lordships considered this, on the admission of the respondents, ground for making the costs of the appeal (which they dismissed) costs in the cause.

This brings us to the point whereon we are not entirely at one with Mr. Marten—the number of judges. If we understand Mr. Marten aright, he proposes to treble the number of judges of first instance in equity, and make them ordinarily sit in triplets, an expense which, in our opinion, more than once already expressed,* is perfectly unnecessary, and therefore unjustifiable.

We do not dwell upon the unreasonable, and even somewhat absurd, jealousy which the House of Commons appears to have of "new places for lawyers," though this feeling, however irrational, cannot be safely neglected in considering any proposed legislation on this subject; but if it can be shown that the desired object can be obtained either without more judges, or at most with an addition of two or three to the present number, any scheme avowedly based upon an increase of eight or nine becomes simply impossible. Now, this is precisely what we have shown in the article already referred to—viz., that, if the concentration of courts there advocated is carried out, the existing judges are sufficient *in number* for all the requirements of the case, and that, even if the Court of Chancery is to be dealt with separately, an addition of three to the present staff of judges would, under proper arrangements, amply suf-

* 11 Sol. Jour. 873, 911, 950.

* *Ubi supra.*

fice. It must not be forgotten that for the purely administrative jurisdiction of the court a plurality of judges would be a mere waste of judicial power, and that a very considerable portion of the ordinary weekly business is of this nature. Again, there are many suits in which the parties would readily be satisfied with the decision of a single judge (as where the whole suit is for the protection of some trustee, or such like), and there are others where such a decision would be accepted merely for the sake of expedition—so that, even if it were made the right of every party to demand, *ex debito justitiæ*, that his cause should be heard before a full court of three judges, a court of nine judges would suffice to supply this demand, and yet leave enough single judges sitting, in court and in chambers, for the conduct of all the rest of the business. It would, of course, be necessary for this purpose to abolish the present double appeal, and to provide that any application twice heard should be considered as finally settled, unless the full Court should, on any appeal from an interlocutory order, either reverse the order or give special leave to appeal. As no cause need be heard before one judge except by consent, there should be no appeal to the Full Court from any decree so heard, but the appeal (if any) should be direct to the House of Lords, as from a judge of the Full Court.

The third question discussed by Mr. Marten is the question of evidence. We fully agree with him that the bulk of the evidence used in equity ought to be written, and that it would be hopeless, on a system of exclusively oral evidence, to get through anything approaching to the necessary amount of business. Mr. Marten's statement, that it would require more than 300 judges to get through the present business without affidavit evidence, perhaps *seems* more hyperbolical than it actually is; at any rate, an extravagant increase in their number would be requisite. On the other hand, it will not be denied by any one of any experience that the present method of examination before an examiner is a simple farce, and that even a special examiner, who ordinarily performs his duties in a far less perfunctory manner than the two learned gentlemen whose sole business it is, is a ridiculously poor substitute for the production of the witness to the tribunal which has to decide on the effect of the evidence.

With respect to examinations under the Companies Act, s. 115, it may be sufficient to remark that Wood, V.C., decided in *The Ottoman Companies' case* (and that decision was afterwards followed by the Master of the Rolls), that the answers of the examiners at such examitions were not evidence for any purpose whatever, and were merely intended to put the official liquidator in possession of information which he might afterwards, if he pleased, convert into evidence, a most dangerous weapon to place in the hands of any person whomsoever, and which, we quite agree, "ought to be entrusted only to a superior judge, with full power to check irrelevant questions, and to protect the witness by determining on the spot what questions he ought to answer."

CONTRACTS ON BEHALF OF AN INTENDED COMPANY.

No. II.

In our last article on this subject we commented on the principal cases upon promoter's contracts down to the commencement of 1866. It will have been noticed that in almost all the cases the contest was to make the company liable. We presume that it is in the nature of promoters' contracts to be more favourable to the opposite party than to the company on whose behalf they are made, and that it is on this account that we find so few cases of companies seeking to enforce contracts made on their behalf before incorporation. There can be no doubt, however, that the same principles would apply. Of this opinion were the Court of Common Pleas, in a case of *The Manchester Warehouse Company* v. *Beattie*, which came before them in November, 1865, and again in 1866, but which, owing to its having been eventually decided on a different point, depending solely upon the evidence in the particular case, is not reported. The action was brought by the company to recover against the defendant certain payments made by them after incorporation. The defendant had, prior to the incorporation, entered into an express agreement to indemnify the company against these payments; but he contended, and, as the Court thought, though they did not find it necessary to decide the point, contended rightly, that he could not be sued upon this agreement by the company, but only by the promoters. It was, however, ultimately held that the defendant was liable upon the common count in the declaration for money paid at his request, independently of the express indemnity. It is in a case like this, where the company seeks to enforce the contract, that the difference between a new contract and an adoption, strictly so called, of the old contract, becomes most important. If it were to be held that a mere adoption by the incorporated company, unassented to by the opposite party, were sufficient to convert the promoters' contract into the company's contract, the result would be that the company would always have the option of suing, while the other contracting party could not always do so.

We now come to cases in which the promoters entering into the contracts have been held personally liable upon them, and although there have been several prior cases raising the point more or less directly, it will be unnecessary to refer to any others besides *Kelner* v. *Baxter*, L. R. 2 C. P. 174, 15 W. R. 278 (Nov., 1866), and *Scott* v. *Lord Ebury*, L. R. 2 C. P. 255, 15 W. R. 517 (Jan., 1867). The doctrines laid down by the judges in these cases are so clear and distinct that unless they should ever be overruled by a court of error, which is extremely unlikely, they may be taken completely to settle the law on this subject as far as the common law courts are concerned. In the first place, the important doctrine is laid down that a person contracting as agent is liable upon the contract if there is no principal in existence at the time who could be liable, although if the principal was in existence and could be liable if he had given authority, the agent would, if he acted without authority, not be liable upon the contract, but only in a special action on the case. In the next place the rules of law with respect to ratification, and the different assents of the various parties necessary to make new contracts either in addition to or in substitution for the promoters' contracts, are clearly laid down. These cases taken with the previous ones referred to in our last enable us to state how the law is now settled upon the whole subject. It is as follows:—

If A. in the name of a company, not incorporated, makes a contract with B., the company cannot when incorporated ever become a party to this original contract. Of course there may afterwards be a binding contract between the company and B. on the same terms as the former contract, but if so it will be a new contract and not the old one which binds. The reason for this is that there cannot be such a thing as a contract with a person or a corporation that does not exist, and it is as impossible for such a contract to be made through an agent, as directly, for every agent must have a principal in existence, though he need not necessarily be named. Either, therefore, in the case supposed there must be, before the incorporation, a contract between A. and B., or else there is no contract at all. If there is at first no contract at all, of course if one arises afterwards it is necessarily a new contract, and to make it there is required, as in every other contract, the assent of both parties. If there is at first a binding contract, between A. and B., this cannot become a contract between the company and B. except by the mutual assent of the company after it is formed and of B. If there is this, there would be a new binding contract, but it would not be in substitution for, but in addition to, the contract between A. and B.,

unless the assent of A. and B. to the substitution were given either as a condition or term of the original contract or subsequently. So far we have been speaking of contracts so framed that the company, if only it had any existence, would be a party to them in the first instance. But not unfrequently an agreement may be made by which A. may undertake to B. that a company shall be formed which shall enter into a particular contract with B., and B. may undertake to A. that he will enter into that contract. In this case when the company is formed, even if it evinces immediately by any act, or by its very constitution, an intention to be bound by this undertaking, and to enter into the contract, still until B's. assent has been obtained, he is not bound to the company, though he is to A. Thus there is as yet no contract between the company and B., for although each party may be bound, they are not bound to each other; there is in fact no privity between them. The requisite assent on the part of B. may however in one way have been given before the incorporation of the company, because the arrangement between A. and B. may have been that A. should be B's. agent to make the contract for him with the company when formed. In this case if the authority given to A. should be from the circumstances of the case irrevocable, or being revocable should not have been revoked until acted on, then, of course, when it is acted on, a perfect contract is made. This, however, is still, as in the other cases, a new contract made after the incorporation, and not before, being then made by A. as B.'s agent in pursuance of his prior authority. As to the case of a company, by its deed of settlement, or, under the present system, by its memorandum or articles of association, professing to adopt a contract made by A. on its behalf with B., this may be evidence, and, if there is the assent of B., will usually be sufficient evidence of a new contract; but this new contract would not, without something further, be substituted for the former one, but merely additional. In the case of a company incorporated by Act of Parliament, a provision in the Act may bind both the company and B., without any assent on his part, and may also extend to release A. from his liability to B., as, of course, it is within the power of the Legislature so to enact, but such a provision must be very clear and explicit in order to have such an effect. Where the provision was only general, as in the ordinary case of a provision for payment of preliminary expenses, the Courts would incline to construe it as not affecting or transferring the privity of contract, but rather as rendering the funds of the company ultimately liable to reimburse the persons liable upon the previous contract. The difference in effect between a simple adoption or ratification and a new contract will probably, in the majority of cases, not be great, but it may be so, where, in order to make the particular contract binding, certain forms are required to be complied with, either by the general law, such as the Statute of Frauds, or by the constitution of the company.

We propose now shortly to discuss the application of these principles to a contract to take shares in a joint-stock company. A case in which the question would arise would be where a person agrees with a promoter to take shares in an intended company. Suppose upon the company being formed the promoter places this person's name on the register, and nothing further takes place, would he be a member of the company? We think the answer is, not unless he had made the promoter his agent. If he had we think *Cookney's case* 3 De. G. & J. 170, 7 W. R. 22, and the remarks of Rolt, L.J., on it in *Gunn's case*, L. R. 3 Ch. App. 44, 16 W. R. 97, show that there would be a binding agreement to take shares. If, however, there was no authority to the promoter to act as agent of the intending shareholder, the question would arise whether the 23rd section of the Companies Act, 1862, which enacts that every person who has agreed to become a member, and whose name is on the register, shall be deemed a member, means every person who has agreed with the company. Of course if an agreement with any person would be sufficient, no question would arise except whether the company afterwards formed was identical with the company contemplated. It seems, however, tolerably clear that what is meant is "agreed with the company." Under the former Act it was required that the shares should be accepted, and in the majority of cases it was also required that they should be accepted in a particular form (see 10 Sol. J. pp. 1082, 1112, and 1132). In consequence of this there was often an agreement with the company to take shares, and yet the person could not be held to be a shareholder. It was to meet this difficulty that the phraseology was altered in the present Act, and we think that if the question ever arose, it would be held that what is meant is an agreement with the company and not with a third person. Indeed this point was by implication decided in *Sahlgreen and Carrall's case*, L. R. Ch. Ap. 323. It follows from the cases that we have been discussing that this agreement must be made after the incorporation of the company. Now the ingredients required to make a complete agreement with the company to become a shareholder have been at length clearly defined (see *ante* 12 Sol. J. p. 172), and cases there referred to. It is necessary that there should be (1) an application for shares, (2) an allotment, (3) a notification of the allotment. Besides these three requirements, the allotment must be made within a reasonable time, and it must agree with the application. If it is made after the lapse of a reasonable time, or if it varies at all from the application, so as not to amount to a simple acceptance of the applicant's offer, it is further necessary that there should be an acquiescense in the allotment so made. Now, it is obvious that it is only the application for shares that can be before registration. The allotment is necessarily afterwards. The application, however, may be, and not unfrequently is, made before the incorporation of the company, as it is not uncommon to circulate a prospectus of a company before its registration, and there is almost always attached to the prospectus a form of application for shares, which those who are attracted by the prospectus may make use of. It has never yet been decided whether this at all affects the contract to take shares, but the point was lately mooted in *Re Baily, Bowron, & Co., Ex parte Baily*, before the Lord Chancellor. In that case the shareholder was released from his liability on other grounds, and therefore no decision was obtained. It seems to us, however, unlikely, though perhaps not quite impossible, that any shareholder will be able to escape liability on this ground alone. Of course, if he could show that the company afterwards formed was not identical with that he proposed to join, he would not be bound unless he had acquiesced in an allotment of shares after knowing of the variation. If he failed to make out this, the only ground on which he could rely would be that his application had not been made to the existing company. As to this, however, we think that in almost every conceivable case he would have made the person to whom he sent his application his agent to present it to the company when formed, and if that person did present it, and the company acted upon it without his authority being revoked, the result would be the same as if the application had been made directly to the company after its formation. Supposing, however, this were not so, the result would be this, that whereas in an ordinary case an applicant for shares may withdraw his application, provided he communicates his desire to do so before the acceptance of his application is notified (see *Hebb's case*, L. R. 4 Eq. 9), it may, in the case of an application made before registration, not be incumbent on the applicant to communicate his desire to withdraw, but he may on the allotment being communicated to him, decline to accept it, on the ground that he has not applied to the company for it. We think, however, it would be unwise for any one to rely on this, as not only might he be held to have

applied through an agent, but also he might be held, if he lay by and allowed the company to act on his application, as though it had been sent by him to them, to acquiesce in their doing so, and thus in effect to make a renewed application.

RECENT DECISIONS.

EQUITY.

OF THE RIGHTS OF COMMITTEES OF THE PERSON OF LUNATICS.

Re French, Cairns, L.J., 16 W. R. 657

Any other decision than the one arrived at by Lord Cairns in the present case would undoubtedly have upset that which has for many years been regarded as the established practice of the jurisdiction in lunacy with reference to committees of the person of lunatics. We take it to be the fact that no part of the practice of this jurisdiction is better settled than this, that a committee of the person of a lunatic, receiving an allowance to be expended on him, is not bound to account in detail for the items of his expenditure upon the lunatic.

The proceedings in the present case commenced with a petition in lunacy, which prayed for the removal of the committees, and for the appointment of new ones, and also that, notwithstanding the allowance of the committees' accounts, proper inquiries might be directed, to ascertain what sums of money had been received by the committee, and what sum had been properly expended by him in the maintenance of the lunatic. Lord Cairns decided that the *onus* lay on the petitioners, who were some of the next-of-kin, of proving their allegation that the allowance had not been *bonâ fide* expended on the lunatic, which they had wholly failed to do, and dismissed the petition accordingly.

The leading case on this subject, *Grosvenor* v. *Draw*, 2 Knapp. 82, was decided in 1833 by the Privy Council, before Lord Eldon, Lord Lyndhurst, Lord Manners, Lord Wynford, Lord Brougham, and Sir John Leach. In this case the sister of the lunatic, who was his sole next-of-kin and presumptive heiress-at-law, had been appointed committee of his person, with an allowance for his maintenance of nearly £5,000 a year. The petitioners alleged that the committee had applied no less than £1,400 or £1,500 a-year to her own use, and asked that the accounts might be taken against her. The petition in this case was presented after the lunatic's death. It was held that his personal representatives were not entitled to require the account from the committee for which they asked, and the Lords of the Council unanimously resolved that the committee was entitled to retain the savings of the lunatic's allowance.

The principles upon which committees of the person are exempted under ordinary circumstances from liability to account are considered in *Sheldon* v. *Fortescue*, 3 P. Wms. 104. In that case the profits of the estate of the lunatic were paid under an order of Court, to Mr. Justice Dormer, as committee, to be by him expended in maintaining the lunatic. A plea of this order was allowed to stand for an answer to a bill for an account against the committee, the Court going so far as to declare that they would grant no relief unless fraud were proved against the committee.

The Court deals tenderly with committees of the person from principles of policy. This, as a rule, for the interest of the lunatic, that the care of his person should be committed to those nearest to him; but this object will sometimes be defeated, and it will even sometimes be difficult to find any one to accept the responsibility, if the Court looks over narrowly into the dealings of the committee, and holds him liable to account for every trifling deviation from strict rules. In fact the allowance is given for the purpose of attaching the committee to the lunatic, of making it worth his while, in other words, to accept the post: *Ex parte Fletcher*, 10 Ves. 622. So we find Lord St. Leonards, when Lord Chancellor of Ireland, holding on one occasion that the savings of an allowance for the maintenance of a lunatic belonged to those who were in the situation of committees of the lunatic's person: *Re Ponsonby*, 3 Dr. & War. 27.

The general principle to be deduced from these cases is this—that the committee is not liable to account for the details of his expenditure upon the lunatic. Whether he will be liable to do so or not in every case must depend upon the form of order, as was pointed out by Lord Cairns, in deciding the case before us, as well as upon the particular circumstances of the case. Where a fixed sum is allotted by way of maintenance *simpliciter*, as was the old form of order in these cases, the committee is entitled to expend that sum upon the lunatic as he pleases, and the *onus* lies upon those who impeach his conduct to prove that he has not done so. Where the order runs thus, that so much shall be allowed to the committee in every year as shall have been expended by him in the maintenance of the lunatic, then the *onus* is obviously thrown upon the committee to bring in his accounts annually, as a condition of getting his expenditure allowed to him. The cases referred to by Lord Cairns were particular cases, and excluded the general principle to which we have referred. *Re Fitzgerald*, 2 Sch. & Lef. 432, amounts merely to this—that the committee of a lunatic who accepts his office on the condition that he is to account, must account accordingly. So in *Re Rosoman*, inquiries were directed upon an allegation that the lunatic in the hands of his committee was deprived of the common necessaries of life. So in *Re Wood*, where the expenditure was through the medium of an asylum, it being obviously improper that the lunatic should be entirely maintained in an asylum at the cost of part of the allowance, the committee retaining the rest; but, as a general rule, the committee who has a fixed sum allotted to him for the purpose of maintaining the lunatic, will be allowed to expend it at his own discretion. He need not necessarily preserve vouchers of his expenditure, nor be prepared at any moment to go into the items of his accounts for the satisfaction of the next of kin. It must be remembered that he is under the supervision of the jurisdiction in lunacy, and that the lunatic is periodically visited by one of its officers.

MISREPRESENTATIONS IN PROSPECTUS.

Hallows v. *Fernie*, 16 W. R. 873.

In this case the plaintiff filed a bill against a joint-stock company and its directors, alleging that he had been induced to become a shareholder by misrepresentations in the prospectus, and asking that his share-contract might be rescinded and that the directors might recoup and indemnify him against calls and payments present and future. Vice-Chancellor Wood dismissed the bill on the ground that there had not been *enough* misrepresentation to vitiate the plaintiff's share-contract. Lord Chelmsford affirmed this dismissal, but upon rather different grounds, the principal of which were (1) insufficient allegation of the misrepresentations relied on; and (2) that the articles of association, to which the prospectus referred, if consulted by the plaintiff, would have shown that the statements in the prospectus were not literally true.

First, as to the decision of the Vice-Chancellor, the main principles governing cases in which it is sought to avoid share-contracts on the ground of misrepresentation are now pretty clearly defined. The question, how much misrepresentation will avoid a contract, is not, in the nature of things, one upon which any rule can be laid down. The case bore a *prima facie* similarity to *Ross* v. *The Estates Investment Company*, 15 W. R. 104, in which Vice-Chancellor Wood discharged the shareholder on the ground, *inter alia*, that, the prospectus stating that the company had contracts for the purchase of two specified estates, it turned out that the company were not in possession of any valid

contract. In *Hallows* v. *Fernie* the prospectus stated that the company "would commence operation with six crew steamers, of a specified tonnage and horse-power and otherwise more minutely described, and proceeded to say "the vessels are guaranted to steam ten knots an hour," &c. It turned out that the company had at the time nothing more than contracts for the purchase of two vessels of the specified description. Any one reading the prospectus would have not unreasonably interpreted it to mean that the six vessels had already been secured, but the Vice-Chancellor considered that there was not here misrepresentation enough to avoid plaintiff's contract, and he distinguished the case from *Ross* v. *The Estates Investment Company*, on the ground that if the ships had not been secured, ships of precisely the same description could be had in the market, whereas in the other case the identical estates offered inducements which others could or might not. Another part of the misrepresentation alleged was that the prospectus named certain persons as directors, who never after all, held shares; they had, however, at the time agreed to take shares. Upon this point the Vice-Chancellor observed that the company were not bound to apprise applicants for shares of every subsequent change on the direction. Lord Chelmsford came to a similar conclusion. The matter is simply this; if a prospectus states that certain gentlemen have agreed to become directors, and a person, in consequence of that statement, agrees to take shares, he is (as in *Blake's case*, 13 W. R. 486) entitled to rescission if it turns out that those gentlemen had never agreed to become directors; but if the case merely be, as it was here, that persons who at the date of the prospectus had agreed to become directors, afterwards change their minds, that will not invalidate the plaintiff's share contract, because he ought to have borne in mind that such a thing might happen.

Lord Chelmsford's decision upon this case, though it affirms in the result the decision of the Court below, is less satisfactory, and will probably have less weight than that of the Vice-Chancellor. The point upon which we venture with deference to differ from his Lordship, is as to the binding effect of articles of association referred to in the prospectus, and this is a very material point, because most prospectuses contain a reference to articles. Here the prospectus, after its statements of the grounds on which the prosperity of the company was anticipated, mentioned that the articles might be seen at the solicitor's office, and the form of application made the applicant agree "to be bound by all the conditions and regulations contained in the memorandum and articles of association." Lord Chelmsford says:—"With respect to . . . . the representation as to the company being ready to commence operation with six ships—the plaintiff might at any time have ascertained that it was not literally true by reference to the articles of association of the company, to which he was referred, and by which he agreed to be bound, in the printed form which he used upon his application for shares. *If a person purchases shares in a company upon the faith of a prospectus, and is referred to any document which will show the truth or inaccuracy of any of its statements, and chooses not to make use of his means of knowledge, but to continue in a state of wilful ignorance, he cannot afterwards be heard to complain that he has been deceived by the alleged mis-statements.*" If the passage which we have italicised be not warranted by authority, it is the more dangerous that, as regards the particular prospectus in this case, the *result* of the decision can hardly be questioned. If the articles of association would clear up the meaning of a doubtful statement which might mean something very advantageous, and might mean something less so, then the person attracted by the prospectus may reasonably be required to have recourse to the articles. And in *Hallows* v. *Fernie*, though the plaintiff's conclusion from the prospectus can hardly be called an unreasonable one, still the phraseology of the prospectus was doubtful, and we do not question the correctness of holding the plaintiff bound by the explanation which the articles would have given him.

But Lord Chelmsford's *dictum* goes very much beyond this. The passage which we have italicised is one which is very likely to be cited or relied on in future cases, but it is inconsistent with the general course of decision. We believe the rule may be more correctly stated thus. *Primâ facie* if a prospectus refers to the articles, whoever applies for shares on the faith of the prospectus has thereby notice of the contents of the articles (though not notice of the contents of all documents referred to in the articles; but when we come to an actual *contradiction* between the prospectus and articles,—if the prospectus makes a glowing statement, and the articles to which it refers give the diminished truth, a man who trusted the prospectus is entitled to rely on the truth of the statement made by the prospectus, which may have thrown him off his guard and prevented him from making further researches. Certainly, if this were otherwise, it would be a premium upon fraud, since promoters would be encouraged to write anything they pleased in their prospectuses, and, provided they contradicted it in the articles, the company would be safe.

We may notice that Lord Cranworth, in his judgment in *Aisch* v. *The Central Railway Company of Venezuela*, 15 W. R. 821, goes the length of holding that a plaintiff whose contract is tainted by misrepresentation has *not* notice of the contents of the articles, because they bind only members, and his defence is that he never became a member. But where the shareholder has actually signed the articles, he is unequivocally bound by their contents.

Lord Chelmsford also lays it down that the plaintiff ought to have alleged in his bill that he had been misled by the statement respecting the steamships, and that it was not enough that the bill stated that "on the faith of the statements contained in the prospectus, and in the belief that the persons named as directors had consented to act as such, the plaintiff was induced," &c. It is certainly advisable that plaintiffs in such cases should be as precise as possible in setting out the grounds of their defence, but we think that Lord Chelmsford has put the requirement a little too high.

Where a Right of Way passes by Grant of "All Ways" in General Words.

Thomson v. *Waterlow*, M.R., 16 W.R., 686.

The question in this case was whether the purchaser of a portion of an estate was entitled to the user of a way from the purchased portion across the remainder of the estate, under the grant of "all ways, easements, &c., with the said estate now or heretofore occupied or enjoyed," in the purchase deed: the way in question, up to the time of purchase, having been used by the proprietor of the entire property. The title to the way was not grounded, as it often is in these cases, upon lawful implication, as a way of necessity (Burton, Comp. p. 448), but upon the alleged grant of it under the general words above referred to. It need hardly be said that no express grant of any way by name was contained in the purchase-deed; the claim being entirely based on the general words referred to. The decision of the Master of the Rolls was in effect this—that where the owner of Blackacre and Whiteacre makes a way for his own convenience over Whiteacre to Blackacre, and subsequently sells Blackacre, the grant of all ways, &c., heretofore occupied or enjoyed, in the purchase-deed, is not sufficient to pass the way made by the former owner.

The case appears in some respects distinguishable from the authorities which were cited in it. The common rule of law on this subject is nowhere more concisely expressed than in the following words:—"If a man seised of Blackacre and Whiteacre, uses a way through Whiteacre to Blackacre, and afterwards grants Blackacre, with all ways, &c., this way through White-

acre shall pass to the grantee": Com. Dig. "Chemin" D. 3. The same rule of law was agreed on by all in *Staple* v. *Heydon*, 6 Mod. 1, where the words are nearly the same as those in Comyn. This conclusion is, it must be admitted, not easy at first sight to be reconciled with the decision of the Master of the Rolls. We take the distinction, however, to be this, that where the owner of the servient estate has deliberately made the road, has metalled it for instance, and treated it as *the* road to the dominant tenement, the rule of law in Comyn will apply, on the principle that a man cannot derogate from his own grant, so that when a vendor has notoriously made use of a particular way across his estate to reach another estate, which he subsequently sells, that way will pass by the general words. Thus in *Morris* v. *Edgington*, 3 Tau. 54, an owner demised part of the premises with certain rights of ingress, &c., and all other ways and easements to the said demised premises appertaining, and this was held to pass a way on the grantor's own premises which the grantor had himself used for access to the premises demised. Mansfield, C.J., relied on the intention of the grantor, as shown by the circumstances of the case. It was clear, said he, that some way was intended to pass, and the question was, what way passed, by the general words. We apprehend that in the case before us no such intention was apparent. The Court is not likely at the present day to lay much stress on the use of one or two "general words," and the doctrine "*benignæ faciundæ sunt interpretationes chartarum, ut res magis valeat quam pereat*" never had more influence than at the present day. It will be observed that the way in the case before us was a mere cart track, and nothing more. There was no evidence to show that the owner had as it were dedicated it as a road by metalling it or otherwise; and under these circumstances the Master of the Rolls declined to imply any intention on the vendor's part to grant the right of way. While he owned the estate he might go over it as often as he pleased, and in any direction: could it be said that because he exercised his right of going over it in the direction of his other estate therefore a purchaser from him of the other estate might do the same under the ordinary grant of "all ways" in the purchase deed, and make use of all ways which the vendor had made use of for his temporary convenience? A way, in fact, means in all these cases a right of way. Now a right of way is an easement over the property of another. How can a right of way be created by a man's passing over his own land, so as to become a right of way, by conveyance of part of that land to another?

The case before us may be compared with *Worthington* v. *Gimson*, 2 Ell. & Ell. 618. It is not a case like *James* v. *Plant*, 4 Ad. & Ell. 749, on which the plaintiff relied, where a right of way had existed prior to the unity of possession of the estates. Where a right of way has existed from one man's estate over the estate of another, and the two properties have centered in the same person, and he again conveys away the estate to which the easement has belonged, if he grants it with all easements, &c., therewith used, occupied, and enjoyed, that operates as a revival. During unity of possession the easement is merged or suspended, for the plain reason that the owner has an unqualified right of going anywhere he pleases over his own property; when the heritage is again severed, and there is a grant of all ways, &c., the easement revives: see *Worledg* v. *Kingswel*, Cro. Eliz. 794. Where, as in the case before us, the evidence shows that no right of way has existed before unity of possession, inasmuch as no right of way can be created during that period, no right of way can pass by the general words on severance, unless, as we submit, in a case where the circumstances are such as to lead to the presumption that the owner intended to make a road, and the purchaser thought he was getting a road; and this we conceive to be the ground of the doctrine of Comyn to which we have referred.

On the Question of Proof by Secured Creditors in a Winding-up.

Re Barned's Banking Company, M.R., 16 W. R. 688; *Re Xeres Wine Shipping Company*, V.C.M., 16 W. R. 919.

The difference of opinion between two branches of the Court upon this question has now been disposed of by the Court of Appeal. In *Re Barned's Banking Company*, 16 W. R. 688, the Master of the Rolls allowed partially secured creditors to prove for the whole amount of their debt; in *Re Xeres Wine Shipping Company* (*ib.* 479), Vice-Chancellor Malins allowed a secured creditor to prove for the balance only of his debt, after deducting what had been realised by the security. Appeals from these decisions have now been heard, and the Lords Justices have decided that the view taken by the Master of the Rolls is the correct view. In the case before the Master of the Rolls, the firm of Kellock & Co., a Liverpool firm, were creditors of Barned's Banking Company in respect of bills accepted by them for that company. Against these bills they held certain ships by way of security. These ships were afterwards sold, but did not realise enough to cover the debt, and his Lordship allowed Kellock and Co. to prove, in the liquidation of Barned's Banking Company, for the whole debt. The case before Sir Richard Malins was precisely similar, the wine warrants held by the Alliance Bank in that case proving insufficient, when sold, to realise the whole debt, and the Vice-Chancellor allowed the bank to prove in the liquidation only for the difference between the original debt and the amount realised by the security.

The question in either case was the same, whether a winding-up approaches more nearly to the nature of the administration of a bankrupt's estate in bankruptcy, or of a deceased person's estate in the Court of Chancery? The Vice-Chancellor evidently went upon the practice in bankruptcy. We need scarcely remind our readers that the practice in bankruptcy is to allow the secured creditor to prove for only so much as his security will not extend to pay; while in administering the estates of deceased persons the Court admits the whole claim. So strict is the rule in bankruptcy that a creditor proving for his entire debt has been ordered to deliver up his security: *Ex parte Solomon*, 1 Gly. & Jam. 25.

We take it to be the invariable practice of the Court at the present day in administration suits, to admit secured creditors to prove for the entire amount of their debt. In *Greenwood* v. *Taylor*, 1 Rus. & My. 485, which was an administration suit, Sir John Leach said, that the rule in bankruptcy must be applied, and the mortgagee could only be admitted to prove for so much as the mortgaged estate would not extend to pay, adding, according to the report of the case, that it rested upon the general principles of a court of equity in administering assets. Observe, however, that the case was decided upon petition, and apparently, no authorities were cited. It was questioned in *Mason* v. *Bogg*, 2 My. & Cr. 442, where Sir Lancelot Shadwell discussed fully the principles upon which a creditor by specialty, whose debt is also secured by lien or mortgage, should prove his debt under the decree in an administration suit. But *Tuckley* v. *Thompson*, 8 W. R. 302, 1 J. & H. 126, shows clearly enough what is the present practice. Mr. Lindley says (On Partnership, vol. 2, p. 1286), "It is believed that in practice secured creditors of companies being wound up are allowed to retain their securities and prove for their whole debts, this being the rule in administering estates of persons who have died insolvent." See also *Bright's case*, 14 Jur. 498, where the claim of mortgagees to prove for the full amount of their debts under the winding-up order was allowed. The practice in bankruptcy seems to have originated with the statute of Elizabeth, 13 Eliz. c. 7, s. 2. But the practice of administration under the Court of Chancery depends upon the principle of English law, which is to give due precedence to specialty debts over debts by simple contract, and leave untouched the remedies of the specialty

creditor, who, when he has exhausted his security, is then entitled to come in with the simple contract creditors, just as in the instance adduced by Lord Justice Wood of a mortgagee who is allowed to proceed by foreclosure, as well as by action upon his covenant. The scheme of the former Winding-up Acts was simply to extend to corporations the privileges which individuals already possessed under the bankruptcy laws. The former Winding-up Acts are repealed, and the Companies Act, 1862, is now in force. That Act, unlike the 7th and 8th Vict. c. 111, contains no express direction that the practice in bankruptcy as to creditors holding security is to be followed, and the general orders framed under the Act, though containing no express direction on the subject, seem to point to the rule of administration in Chancery being followed. The result of the decision of the Court of Appeal, settling the practice as it does, is of great importance to the public, especially in these days of depreciated securities. We may, while on this subject, refer to another difference between the practice in bankruptcy and in chancery—that the rule as to mutual credit in bankruptcy does not apply to cases of winding up under the Companies Act (*Smith, Fleming, & Co.'s case*, 15 W. R. 78, L. R. 1 Ch. 538). It was a case in which a set-off would have been allowed in bankruptcy. At the time of the winding-up order the company were holders of bills accepted by a firm, but not yet payable; at the same time, the firm held dishonoured bills of the company. The Lords Justices held, reversing the order of the Master of the Rolls, that no present right of set-off arose, but that the official liquidator ought to be allowed to negociate the bills accepted by the firm.

COMMON LAW.

Navigable and Non-navigable Rivers.

Murphy v. *Ryan*, C.P. (Ir.), 16 W. R. 678.

This case contains a very clear explanation of the presumption of law as to the right of property in the soil of navigable or tidal and non-navigable or non-tidal rivers respectively, and as to the right of the public to fish in such rivers. The property in the land of all tidal rivers is *prima facie* in the Crown, and the public have a right to fish there unless they have been in some way specially deprived of the right by statute or otherwise. In all non-tidal rivers the presumption is that the riparian owners are entitled to the soil each *ad medium filum aquæ*, and each is entitled to fish over his own land. Some confusion has, however, arisen in consequence of a careless way of speaking of tidal and non-tidal rivers as navigable or non-navigable rivers. The two things may of course be, and frequently are, quite distinct. A tidal river may be non-navigable, and a navigable river may be non-tidal. The test, as to the right of property is the flow of the tide, and not the use of the river as a highway. The term navigable river has, however, been constantly used to imply tidal river, and must be understood in law in this sense, and must not be taken in its strict grammatical acceptation. Rivers have also often been called royal rivers, without any very definite meaning being attached to these words. The phrase is in itself ambiguous, as it might signify a river the soil of which belonged to the Crown, or it might mean a river which is in fact navigable irrespective of any questions as to the ownership of the soil. *Murphy* v. *Ryan* shows that royal does not mean anything more than that the river is a highway. The King's highway or the Queen's highway is a common expression, but it does not mean that the ownership of the soil is in the Crown, but merely that the public have a right of way over the soil, and royal river must be taken in the same sense. "Navigable river" in law must therefore be understood as "tidal river" and "royal river" as a river which is in fact used as a highway. The question raised in this case depended, to a great extent, upon the explanation of various passages in old legal text writers, whose phraseology is not very accurate. The fact that doubts can be raised in such a manner is a most convincing proof of the value of accurate nomenclature in legal matters. This is a matter that is too much neglected by English law writers, and, indeed, by English lawyers generally, and is one that especially deserves attention now that steps are likely to be taken towards a digest, if not a codification, of the law.

Costs—Practice.

Russell v. *Weniweser* Ex. (Ir.), 16 W. R. 710.

It not unfrequently happens that a jury are desirous of knowing what amount of damages will carry costs in order that they may be sure that the plaintiff shall not be a loser by the result of action. It may seem at first sight reasonable enough that the jury should have this point of law told to them. Liability to the extent of hundreds of pounds may have been incurred, and yet the verdict may possibly be very small, and the loss or the recovery of the costs may depend upon whether the jury give a shilling above or below a fixed amount. There has been some little doubt as to what is the practice when the jury want this information, but generally the judges have been in the habit of refusing to tell them what is the law as to the costs. There is a case, however, of *Wakelin* v. *Morris* (2 F. & F. 26), where Erle, C.J., at Nisi Prius said that he was not aware of anything which could preclude him from telling the jury what amount of damages would carry costs. The reporter has appended to the report of the case a learned note, on the question whether or not a jury are entitled to know what amount of damages will carry costs, and after an examination of all the authorities he arrives at the conclusion that they ought always to have this information given them when they ask for it. And in *Kilmore* v. *Abdoolah* (27 L. J. Ex. 307), where this question was discussed, Pollock, C.B., says, "there is no reason why they (*i.e.*, the jury) should not be informed if they ask it, as it is part of the law."

In *Russell* v. *Weniweser* the jury found a verdict for £5, and then asked whether that would carry costs. They were told that it would, and they then said that such was their intention, and that they had deliberated a good deal whether the verdict would have this result. The Irish Court of Exchequer held that the verdict must be set aside on the ground that the assessment of damages was founded on something else than the view the jury took of the damage suffered by the plaintiff. Pigott, C.B., in a short but very able judgment, states very clearly what is the true ground upon which the courts and judges ought to act in such cases. He says, "my opinion upon this motion is founded upon this plain broad principle, that every party is entitled to the discharge of the constitutional duty of the tribunal, and that if he has not obtained performance of that duty, he has not got what the law intends to give him. . . . The duty of the jury was to determine first whether or not the plaintiff was entitled to a verdict, and, secondly, to ascertain in damages what in money was the measure of the mischief which was established to have been suffered by the plaintiff. When the jury import into their consideration a reference to costs, they deny to the plaintiff his constitutional right, and they fail in their constitutional duty." On these grounds, therefore, the verdict was set aside.

Of course the effect of such a judgment as this is not necessarily to deprive the plaintiff of a right to his costs when the damage is so small that a verdict for the amount will not carry costs; it only reserves the decision of the question for the judge at the trial instead of for the jury. The judge can always certify to give costs where he thinks it is desirable to do so, and the nature of the case requires it. This power is much more likely to be exercised in a uniform and impartial manner if it resides in the judge than if it were vested in the jury,

and also much more likely to conduce to the attainment of the object of those provisions as to costs—viz., the discouragement of trifling and petty actions in the superior courts. The general principles of law and considerations of practical convenience are equally observed by a practice which leaves a question of costs in the hands of the judge and not in those of the jury.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c. disposed of in Court in the week ending Thursday June 25, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
2	0	7	5	19	25	24	16	11	13	21	38

COURT OF COMMON PLEAS.

(Before Lord Chief Justice BOVILL, and a Special Jury.)

June 20.—*Yeatman* v. *Price.*

This was an action of slander, brought by Mr. Yeatman, a member of the Midland Circuit, against Mr. Price, Q.C., a member of that circuit, and also a member of the Bar mess.

The plaintiff appeared in person; *the Attorney-General, the Solicitor-General,* and *Kemplay,* for the defendant.

The declaration, which contained two counts, stated that the plaintiff had sued for a dissolution of marriage, and the defendant was retained as counsel for the wife. The declaration in the present case alleged that the defendant falsely and maliciously, and under colour and in fraud of his retainer, spoke of the plaintiff as a barrister and member of a circuit the words complained of. In a second count the plaintiff alleged that he had retired from the Midland Bar mess in consequence of a difference of opinion with the members of the mess, and on applying to be readmitted to the mess the defendant spoke of him in certain words set out, the consequence of which was that the plaintiff was not readmitted to the mess.

The defendant pleaded "Not Guilty."

Ultimately, BOVILL, C.J., said to the plaintiff—I have failed to see the relevancy of your evidence. How can it affect Mr. Price? It seems to me that Mr. Price's observations in your case were relevant, and counsel were not bound to accuracy. In the interests of justice and of the public counsel must be allowed the greatest latitude, taking care that they did not abuse their privilege by acting from private malice. It has been the pride of the English Bar that they acted so independently that sometimes they attacked the judge in their zeal.

The Plaintiff.—After what your lordship has laid down, I will not keep it up.

The CHIEF JUSTICE.—I rule nothing. I shall leave it to the jury.

The Plaintiff.—I should rather submit to a nonsuit, your lordship having said that.

His LORDSHIP.—You may quite understand that the truth or the falsehood of the observations made is not in issue in this case, unless you can show that Mr. Price acted maliciously.

The plaintiff then elected to be nonsuited.

COURT OF BANKRUPTCY.

(Before Mr Commissioner HOLROYD.)

June 19.—*In re H. A. Wildes.*

This was a sitting for order of discharge. The bankrupt was a solicitor, practising at Maidstone, and formerly Clerk of the Peace for the county of Kent. He had been before the Court since July, 1863. The debts and liabilities form an aggregate of £45,323; property in the hands of creditors, £25,306.

Lawrence, for the assignees, did not oppose.

Linklater for creditors.

His HONOUR asked if the bankrupt was in a position to set aside any part of his future earnings, and, receiving a reply in the negative, granted an unconditional order of discharge.

GENERAL CORRESPONDENCE.

THE PROPERTY OF MARRIED WOMEN.

[We are desirous of throwing every light upon this momentous question, and with this view had invited some communication from an eminent American authority, the Hon. Isaac F. Redfield, late Chief Justice of Vermont. We accordingly publish the following letter which, in response to our invitation, has been addressed to us by Mr. Redfield. So much having been said both in and out of Parliament respecting the American law, the opinion of an eminent American judge has a peculiar interest.]

Sir,—Since reading your editorial article, in the last number of your valuable journal, upon the subject of the "Property of Married Women," I cannot forbear to express to you how completely many of your suggestions conform to my own observation and experience in the matter. But I ought in fairness, perhaps, to caution you against supposing that my own opinions represent, in any fair proportion, the aggregate of American opinion upon the subject. There is probably no country in the world more completely under the dominion of what may be called speculative philosophy, and the theories of the philosophers, than the great American Republic; and although, hitherto, we have contrived, in various ways, to infuse a pretty large proportion of the practical element of common sense into the administration of our Government, as respects its jurisprudence, we have never been without a very large proportion of speculative reformers, who had discovered, or supposed they had discovered, some panacea for all the ills of life, more commonly in the form of legislative reform.

Now, the great difficulty we have always found in the practical working of the schemes of these philosophers was, that they were too radical and fundamental in the character and extent of their reforms, so that, in reality, they were rather revolutions than reforms. And, in addition to this, it has more commonly been proved, in the end, that our philosophical reformers cared far more about the preservation of the integrity and symmetry of their schemes than for remedying any particular existing evil. So that, in fact, they insisted upon breaking down and sweeping away all the old landmarks of the institutional teaching of the country, the result of ages of experience, and the older the worse in their estimation, before they would consent to begin to build up again. Thus they have, in fact, convinced many observing and dispassionate minds that they really love themselves and their theories far better and more than all the rest of the world, and are really struggling to build their own monuments, instead of redressing any particular grievance of others.

In America we are all reformers, but divided into two opposite classes; the one being content to take man and the institutions of society as we find them, and to improve upon them, by the light of the experience of ages, and by applying ourselves to the redress of evils, in detail, as they develope themselves. This class of reformers may be defined as those who really believe that God is wiser than man, and that what he has joined together it will be in vain for man to attempt to put assunder, and that in doing so we only show our own weakness and folly in a bolder and clearer light. This class of reformers also believe, and profess to act upon the belief, that it is an irreversible law of Providence that man must live and learn, and that he can only truly learn by living and by accepting the developments of society as the wisdom of Omnipotence, which it is neither wise or safe to reject.

The other class of reformers, and we have many and wise men of this class among us in America (and I believe the old country is not deficient in either the number or character of these reformers), call themselves, and are called by their friends, philosophers, or lovers of wisdom, in the abstract, and of course in perfection, stripped of all dross or defect. These men believe that if evils exist, as of course they do, and always will, they are the result of viciousness somewhere, as they must be; and in looking for the defects causing such vicious results they commonly find so many things, which they choose to regard as more or less the cause of the evils complained of, that they very naturally come to the conclusion that it will be easier for them to form a new system than to attempt to mend the old one. And in jurisprudence the only authority for creating reforms resides of

course in the Legislature. The members of elective legislative bodies, holding office for short terms, as is the fact in all the American legislatures, naturally feel ambitious to undertake or to perfect some work of reform in legislation which will constitute their period an era or epoch, in the history of legislative improvement or advancement. Thus it almost always happens with us that there is some scheme of legislative reform upon all the leading subjects of jurisprudence struggling for acceptance, which sooner or later must be accepted and tried, if nothing more. It thus occurs that the courts are continually embarrassed and perplexed by these attempts at radical and fundamental legislative reform. And thus it comes to pass, very naturally, that both the bench and the bar in America, with numerous ambitious and honourable exceptions, are more naturally inclined to the unphilosophical mode of legislative reform, the reform of jurisprudence, if I may so call it, by *mending* defects, rather than by *making new systems* to supersede the existing ones.

I infer, as I should expect, from one so much acquainted with the difficulties of the subject, that you either now are in, or that you will ultimately be driven into, the category of the *menders* rather than the *makers* with reference to legislative reforms in jurisprudence. I confess that an experience, and a rather laborious one, of more than forty years at the bar and upon the bench, has compelled me, against my own original convictions, to sit down patiently at the feet of experience, and wait for evils to show themselves in the working of jurisprudence, and then to be content with the humble office of *mending them* in the best way I could. When any radical legislative reforms have been undertaken in our country, the result has been, when fully tried, as far as I know, or have heard, from disinterested report, that two or more uncertainties or defects have been created where one has been cured.

The real animus of the alteration of the American law, whereby married women, during coverture, could hold personal property and the income of real estate, has been to keep it away from the husband's creditors, and not from him, and thus to enable the family, including the husband and father, to live in respectability and comfort on the property of the wife and mother, whether acquired before or after the coverture, and whether it were the result of gift after coverture, or of her own earnings; and to do this independent of the husband's creditors. This was all very well, and both just and equitable, unless, as sometimes would happen, it were abused to the protection of the husband's property also, through the instrumentality of some shift, whereby his just creditors were not enabled to reach it. I am not aware that the alteation of the law on this point has met with any very general complaint or condemnation in America, except upon this latter ground. And this may be owing, as already suggested by yourself, mainly to the fact that the alterations in the law have not, in reality, induced any essential changes in the practical operation of the relation between husband and wife. And the same is true of the practical working of the French law, as I have had occasion to notice in the province of Lower Canada, where by the terms of the cession that law prevails in full vigour; except as modified by subsequent legislative enactment. The practical operation of the married relation is precisely the same; there as it is, under the rules of the common law, unless the relation is dissolved by the decease of the wife, when her heir or next-of-kin takes one-half the common property, instead of it going, as under the English common law, to the husband if consisting of personalty, or, in some cases, of the use of realty.

There are many in our country who still believe that this whole subject might more wisely be left to the administration of the Courts of Equity, than of the Legislature or the provisions of special statutes. But as a very large proportion of our population either have been, or expect to become, legislators, or else have, or expect to have, near relatives acting in that capacity, in whose wisdom they have, or will have, the most profound confidence, the advocates of legislative reforms in jurisprudence are now growing constantly into the ascendant with us, and the written law is fast coming to be regarded as far more wise and sound than the *lex non scripta*. But I have never been of the number, or if so, not recently.

The evil which seems to have attracted much attention just at this time in this country, if I have been able to come at the real cause of the agitation, is that vicious or drunken husbands will sometimes abuse their wives and children, by applying the wife's earnings, and those of the children often, to the support of their own vile practices. This is an evil that exists, and will always exist, in all countries, and under all forms of law or administration; and more in free countries than where government assumes more the regulation and control of the domestic relations. But it is a matter for criminal jurisprudence, or for the police, to correct, rather than to be made the excuse for breaking up the entire basis of the family relation, and then to find that nothing has been gained upon the very point sought to be remedied. There is no general remedy for such evils, short of breaking down the sacredness of the married relation by allowing divorce or separation when one of the parties essentially violates the obligations of the relation, or else to apply a modified remedy to each particular case, according to its enormity, to be judged of by some competent tribunal.

The existing system of English jurisprudence on this subject, like everything else, is not so perfect but that philosophers, with their keen eyes and far-reaching glasses, may find some defects, and not, by any means, too bad to be susceptible of mending. But it is a very sacred subject, one that lies at the very foundation of our Anglo-Saxon life and liberty, the oneness, the symmetry, and the sanctity of the family relation. And it is, in my humble apprehension, a subject where the wisest and the best will the more unanimously agree, that the it is far better to endure the ills we have, and remedy them as we best can, in detail rather than in gross, than fly to others we know not of.

I have written the foregoing suggestions, in great haste, and solely in obedience to your invitation, and as a very imperfect expression of my admiration of your own views, already adverted to. If you deem anything I have said of any essential value to the public here, I shall be gratified to serve in any the slightest degree to lighten or remove the shadows and darkness which in my deliberate opinion hang around the much vexed subject of legislative reforms in jurisprudence, and the extent to which they should be carried, and the spirit and manner in which they should be conducted.

ISAAC F. REDFIELD.

London, June 22, 1868.

SHALL WE HAVE A PUBLIC PHOTOGRAPHER?

Sir,—Your correspondent "S." suggests (1) that every one who leaves England should be required to deposit his photograph in a photographic registry which "S." proposes to establish; and (2) that all persons should be compelled to register their photographs and autographs once in five years. The expense of such an institution "S." thinks would be nothing in comparison with the public advantage derivable, and he also suggests that it might be partly covered by charging a small fee for searches.

If such a photographic registry were likely to prove a grand public boon, it ought certainly to be instituted, in spite of the expense; though I fear the search fees would go but a very trifling way towards recouping the outlay. But I, for one, cannot see that "S." has shown cause for saddling the nation with so novel and expensive an institution. Photographs of criminals, as every one knows, are already taken in our gaols, and by this means photography is made, in the hands of the police, subservient to the ends of criminal justice; beyond this it is not in my opinion available as a *public institution*. It may seem at first sight that in those often recurring cases of "missing friends" which appear in the newspapers, and sometimes furnish matter eventually for the Chancery and Probate Courts in the form of cases on the "presumption of death," a registry of photographs might be available. But a very slight consideration will show that it would be of little or no service. It *could* be of none, except where the missing party had gone abroad, and even then it would be of no service whatever if he chose to register his photograph in an assumed name, as, wherever his concealment was wilful, he invariably would. Again, such a registry as that proposed would be practically unworkable from the simple impossibility of making any reliable search.

Further than this, every one knows that photographs do not always convey a good idea of the sitter, and it is seldom that two persons agree in pronouncing the same opinion of a portrait; what becomes, therefore, of "S's" suggestion that the registry officers should certify each photograph to be a "fair likeness" of the individual? Your readers will probably remember a case which was lately noticed in the newspapers of a dispute respecting the identity of a dead body. In that case photographs were produced of parties

not even related to each other, but each photograph bore so strong a likeness to the deceased, that had there been no other, the identity would have seemed beyond question. This case shows the small dependence to be placed upon photography for the purposes suggested by your correspondent.

There is yet one more difficulty; we are all liable to occasional changes in our personal appearance, of which the most notable are those occasioned by the removal of hair from the face, or the converse. I was recently accosted by an individual whom I took for an utter stranger, and it was only the tone of his voice which assisted me to discover, behind a huge beard, the familiar visage of an old acquaintance. Would "S" require a re-registration upon leaving off shaving or the contrary? T.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 18.—*Crown Rights as to Foreshores.*—The Duke of Argyle drew attention to a memorandum of the Board of Trade lately presented to both Houses of Parliament. He cited many passages from the memorandum, he thought that it disclosed a very aggressive and insidiously encroaching policy on the part of the Crown.

The Duke of Richmond described the memorandum as intended merely as a guide for the department.

Lord Romilly characterised the attitude of the Crown as saying to private owners, "You must prove your title or be deprived."

The Lord Chancellor said there were two distinct rights of the Crown—(1) Its authority as protector of navigation; and (2) its right as owner of the foreshore and bed of the sea. It might be a bad or a good law, but it was nevertheless law that *primâ facie* the whole foreshore of the kingdom belonged to the Crown. The right to the soil, as a matter of revenue, was within the discretion of Parliament, but until Parliament forbad, it was the duty of the public officers to resist encroachments on the foreshores. The memorandum referred to appeared to be a sort of soliloquy in writing, proceeding from the rooms of the Board of Trade, and contained a very good statement of the duties of the Board with respect to foreshores and the bed of the sea.

The New Law Courts—Mr. Barry's Claim.—The Marquis of Salisbury asked if it was true that the Government had rejected the design which was recommended by the professional judges and the judges of designs as the best for plan and internal arrangements, and had adopted the design which was recommended for elevation only; and, further, if the competitors were instructed that utility and convenient arrangement were to be preferred to architectural effect. He argued that "utility" had been the basis of the competition, and as Mr. Barry's design had been pronounced by the judges to be superior on that point, which certainly was of the first importance, hoped that the decision in favour of Mr. Street might not be regarded as irrevocable.

The Lord Chancellor detailed all the circumstances of the case, and contended that, the competition having failed, the Government were at liberty to adopt the course they had taken, and which would, he believed, prove the most beneficial one.

Lord Cranworth remarked the fidelity with which Mr. Barry had carried out the instructions to the competitors, and the prominence which, in those conditions, had been given to internal arrangements. *Primâ facie* it seemed as if Mr. Barry sought to build the law courts, and Mr. Street the National Gallery.

The Lord Chancellor maintained that the Government had not committed any breach of contract.

June 23.—*The Voters in Disfranchised Boroughs Bill* was read a second time.

The Poor Relief Bill was read a third time and passed.

The Scotch Reform Bill was read a second time.

June 25.—*Established Church in Ireland Bill.*—Earl Granville moved the second reading.

Earl Grey moved as an amendment that the bill be read a second time that day six months. The debate was ultimately adjourned.

HOUSE OF COMMONS.

June 22.—The Boundary Bill was read a third time and passed.

The Courts of Chancery and Exchequer (Ireland) Fee Funds Bill was read a third time and passed.

The Lands Clauses Consolidation Act Amendment Bill was read a second time.

The Bankruptcy Act (1861) *Amendment Bill.*—Mr. Moffatt, in moving the second reading of this bill, said that its object was to amend the present law of bankruptcy. It dealt exclusively with deeds of arrangement.

The Attorney-General offered no opposition to the second reading of the bill, some portions of which would effect an improvement in the present law.

The bill was then read a second time.

The Assignees of Marine Policies Bill was read a second time.

June 23.—*Married Women's Property Bill.*—The following were nominated the select committee on this bill:—Mr. Shaw-Lefevre, the Solicitor-General, Mr. Lowe, Mr. Russell Gurney, Mr. Headlam, Mr. Baggallay, Sir John Simeon, Mr. Beach, Sir Colman O'Loghlen, Mr. Ayrton, Mr. Goldney, Mr. Baines, Mr. Cavendish Bentinck, Mr. Jacob Bright, and Mr. Powell.

The Ecclesiastical Titles Bill and *The Sunday Trading Bill* were withdrawn.

June 25.—*The Carriers Act.*—In answer to Mr. Carter, Mr. Cave said the Board of Trade were convinced that the Carriers Act of 1830 was in many respects unsuited to the existing state of things, especially in regard to railways. Experience, however, had shown them that the points in which it appeared principally to require amendment were so much disputed that any attempt at legislation would be almost hopeless without previous inquiry into the whole subject. Such inquiry would be evidently impossible during the present session; but he hoped that a select committee might be appointed early next year to examine the provisions of the Carriers Act, with a view of bringing them more into conformity with the requirements of the present day.

The Corrupt Practices at Elections Bill.—The committee (adjourned from May 21) on this bill, the consideration of clause 5 (the first of the clauses embodying the new scheme), was resumed. The debate was ultimately adjourned.

IRELAND.

COURT OF QUEEN'S BENCH.

(Sittings at Nisi Prius, before GEORGE, J.)

June 18.—*Cannon* v. *Ballina Mills Company.*

Heron, Q.C. (*Molloy* with him), on behalf of the defendants, applied to the Court to stay further proceedings in this matter, an order having been made on the 28th of May last by the Master of the Rolls in England to wind up the company. It appeared that the company had taken mills in Ballina, the property of the plaintiff. These mills were burned in October last, and the action was brought against the company for not repairing the mills pursuant to a covenant in the lease under which they held the premises. He urged that the order pronounced by the Court in England was effectual in Ireland, and should be recognised by a judge sitting here at Nisi Prius, although the Act did not expressly give effect to the order in Ireland by its terms.

Butt, Q.C. (*G. O. Malley* with him), opposed the application, the grounds that the order in England was not intended to extend to Ireland. Its provisions required that it should be advertised in English papers only, and the entire scope and effect of the order was plainly confined to the courts in England. Otherwise, the plaintiff would lose the expenses of all his witnesses whom he had brought up to town for the purpose, and would be obliged to prove the amount of his claim before a liquidator in London at great expense, as he would be obliged to bring all his witnesses over to England at a future period.

C. Molloy in reply.

GEORGE, J., stated that he had consulted with the Lord Chief Justice on the very important point which had been raised by counsel for the defendant; and whilst endeavouring to avoid anything which would lead to a clashing of the jurisdiction of the courts in England with those in Ireland, consistently with doing justice to all parties in the case before him, and after giving the fullest consideration he possibly could in so limited a time to this very important point, he could not, in justice to the suitor, prevent him from proceeding here for the purpose of ascertaining the

amount of damages to which he was entitled. On referring to the general scope of the Act, he observed that the Courts in Ireland had exactly the same jurisdiction conferred upon them for the purposes of winding up companies carrying on business in Ireland as the courts in England in reference to companies carrying on business there. It was plain to his mind that an order for winding up obtained in England, under the express terms of the statute, prohibited the bringing of an action, or proceeding with an action already instituted in Ireland. If an order for winding up had been made in Ireland, he was clearly of opinion the effect of it would be to stay proceedings here also, and if the company had produced the order of the Master of the Rolls in Ireland for the winding-up a of company, he certainly would consider it his duty to immediately stay the proceedings in the action, in accordance with such an order. But on reference to the order which had been read, it appeared that it directed advertisements in English papers only. which showed that upon the face of it the intention of the order was to be confined to England only, and within the jurisdiction of the English courts. The 122nd and 123rd sections of the Act provided how the order should be draughted when required to be enforced in Ireland. No steps had been taken for the registry of the order in the courts in Ireland and therefore it was plain to his mind that it had no force or effect in reference to the proceedings before him. He should, therefore, allow the case to go to the jury, and have the nature of the damages sworn to.

Heron, Q.C., then applied for liberty to plead a plea *puis darein continuence*.

The application was opposed.

GEORGE, J., however, decided that, as this was a case of great importance, raising very difficult questions for the first time in Ireland, he would not prevent the defendant having the opportunity of putting so important a question on the records of the court. The plaintiff might, therefore, demur, in order to try the propriety of the decision. He had less hesitation in doing this, as the effect of the plea would be to admit the entire cause of action of the plaintiff, and to allow him the costs up to the day on which he pleaded. He would also allow the costs of the action to be costs in the cause.

The Lord Chancellor has appointed Mr. Wm. Nichols Marcy, a commissioner for taking affidavits at Bewdley, in Worcestershire, for the Court of Chancery in Ireland.

Mr. Michael Leahy has been appointed Sessional Crown Solicitor for the city and county of Limerick, *vice* Mr. Murphy, deceased.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT, U.S.

Watson v. *Muirhead.*

A conveyancer using ordinary diligence in examining and passing title is not liable for want of skill.

Error to the District Court for the city and county of Philadelphia.

Opinion by Sharswood, J.

The business of a conveyancer is one of great importance and responsibility. It requires an acquaintance with the general principles of the law of real property and a large amount of practical knowlege, which can only be derived from experience. In England it has been pursued by lawyers of the greatest eminence. As our titles become more complex, with the increase of wealth, and the desires which always accompany it to continue it in our name and family as long as the law will permit, it will become more and more necessary that gentlemen prepared by a course of liberal education and previous study should devote themselves to it. There have been and still are such among us. The rule of liability for errors of judgment as applied to them ought to be the same as in the case of gentlemen in the practice of law or medicine. It is not a mere art, but a science. "That part of the profession," said Lord Mansfield, "which is carried on by attorneys is liberal and reputable, as well as useful to the public, when they conduct themselves with honour and integrity; and they ought to be protected when they act to the best of their skill and knowledge. But every man is liable to error; and I should be very sorry that it should be taken for granted that an attorney is answerable for every error or mistake . . . A counsel may mistake as well as an attorney. Yet no one will say that a counsel who has been mistaken shall be charged. . . . Not only counsel but judges may differ, or doubt, or take time to consider. Therefore, an attorney ought not to be liable in case of a reasonable doubt:" *Pitt* v. *Yalden*, 4 Barr. 2060. The rule declared by Lord Mansfield has been followed in all the subsequent cases: "No attorney," said Abbott, C.J., "is bound to know all the law; God forbid that it should be imagined that an attorney or a counsel, or even a judge, is bound to know all the law; or that an attorney is to lose his fair recompense or account of an error, being such an error as a cautious man might fall into:" *Montriou* v. *Jeffreys*, 2 C. & P. 113; and see *Godefroy* v. *Dalton*, 6 Bing. 460; *Kemp* v. *Burt*, 4 B. & Ad. 424; *Gilbert* v. *Williams*, 8 Mass. 51.

If the defendant had undertaken to act upon his own opinion that the judgment, which appeared on the searches, was not a final one, and, therefore, not a lien upon the ground-rent, the title of which it was his duty to examine, could we say that, before the decision of this court in *Sellers* v. *Burk*, 11 Wright, 344, the mistake was one which could only result from the want of ordinary knowledge and skill, or the failure to exercise due caution? But when in addition it appears that having been previously employed to investigate the same title, he had submitted it to eminent counsel, who had given a written opinion in its favour without even expressing a doubt as to the judgment in question, to hold him responsible would be to establish a rule, the direct effect of which would be to deter all prudent and responsible men from pursuing a vocation environed with such perils. We think the Court below was right in refusing to charge as requested in the plaintiff's points; all of which assume as matter of law that to pass the title with such an incumbrance upon it was evidence of want of ordinary knowledge and skill and of due caution. We see, therefore, no error for which we ought to reverse.

Judgment affirmed.—*Philadelphia Legal Intelligencer.*

OBITUARY.

SIR J. T. CLARIDGE.

Sir John Thomas Claridge, Knt., expired at Stoke Villa, Leamington, on the 20th June, in his seventy-seventh year. He was the eldest son of John Fellowes Claridge, Esq., of Sevenoaks, Kent. He was educated at Harrow and at Christ Church, Oxford (B.A. 1813, and M.A. 1818); and was called to the bar at the Middle Temple in February, 1818. In 1825 he was appointed Recorder of Prince of Wales Island, Singapore, and Malacca, in the East Indies, and was then knighted. He was recalled in 1829.

MR. F. E. SMITH.

The death of Mr. Francis Edward Smith, Solicitor, took place at the Manor House, Crediton, on the 22nd instant, at the age of 56 years. Mr. Smith was admitted to practice in 1835, and was clerk to the magistrates and to the commissioners of taxes. Since 1865 he has carried on business in partnership with his son under the name of Smith & Son.

MR. C. CREAM.

We have to record the death of Mr. Charles Cream, Solicitor, of Eye, Suffolk, which occurred on the 19th June, at the age of 52 years. Mr. Cream was certificated in Trinity Term, 1838, and has been for many years clerk to the magistrates of the Hartismere Hundred, and also clerk to the county magistrates.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution, on Tuesday last, the following question was discussed:—Two trustees commit a breach of trust by lending the trust fund to the tenant for life. After the death of one of the trustees, the survivor receives the money, invests it on a security not authorised by the settlement, and subsequently lends the money again to the tenant for life, who becomes bankrupt. Is the estate of the deceased trustee liable to make good the loss: *Lander* v. *Weston*, 4 W. R. 158, 3 Drew, 389.

The debate was opened in the affirmative by Mr. Appleton, but on a division the question was carried in the negative by a majority of three.

The number of members present was twenty-eight.

COSTS ON APPEALS IN THE HOUSE OF LORDS.

The following Forms of Bills of Cost have been prepared from Taxed Bills by the direction of the Clerk of the Parliaments, and are intended as a Guide to Parliamentary Agents having the conduct of Appeal Cases in the House of Lords.

In the House of Lords.

ON APPEAL FROM HER MAJESTY'S HIGH COURT OF CHANCERY (*or as the case may be*).

Between A. B. .. .. Appellants.
C. D. *et al* .. .. .. Respondents.

THE APPELLANTS' BILL OF COSTS.

SESSION 18.

18 , January }	£	s.	d.
Attending the Appellants, and discussing with them the effect of the judgment of the court below, and taking their instructions to appeal to the House of Lords, agent's retaining fee	2	2	0
Instructions for petition of appeal	0	13	4
Drawing same, folios at 2s. per folio			
Fair copy for Mr. A. (counsel) to settle and sign folios at 8d.			
Attending him therewith	0	13	4
Paid his fee for settling and signing	5	15	6
Fair copy of petition of appeal for Mr. B. (counsel) to settle and sign			
Attending him therewith	0	13	4
Paid his fee for settling	5	15	6
Drawing notice of intention to appeal, copy, and services on respondent's agent	0	10	0
Engrosing Petition of Appeal for presentation, folios at 1s. per folio			
Paid for Parchment, skins at 5s. per skin			
Drawing certificate of service of notice of intention to appeal			
NOTE.—This and the next form are also applicable to appeal cases from either of the courts in Ireland, so far as the charges relate to work performed by the parliamentary agent. All work done in Ireland by the local solicitor must be charged at the rates allowed by the courts there.			
Engrossing same on the petition of appeal			
Attending at the house, petition of appeal presented and an order made for respondents to put in their answer in four weeks	1	1	0
Paid fee on presentation of petition			
Attending the appellants, and arranging as to the recognizance to be entered in to on the appeal	0	13	4
Attending at the Parliament office, and arranging for the recognizance to be taken on next	0	13	4
Attending appointment accordingly, and recognizance duly entered into	1	11	6
Drawing and engrossing affidavit of service of order upon the respondent's agent	0	13	4
Attending swearing	0	6	8
Paid oath	0	1	6
Drawing retainer and copy for Mr. A. (counsel)	0	6	8
Attending him	0	13	4
Paid his fee and clerk	2	7	0
Drawing retainer and copy for Mr. B. (counsel)	0	6	8
Attending him	0	13	4
Paid his fee and clerk	2	7	0
Instructions for appellant's case	2	2	0
Drawing same, folios at 2s. per folio			
Copy thereof for Mr. A. (counsel) to peruse and settle, folios at 8d.			
Attending him therewith	0	13	4
Paid his fee (according to the length and importance of the case)			
Copy of case for Mr. B. (counsel) to peruse and settle, folios at 8d.			
Attending him therewith	0	13	4
Paid his fee			
It being considered advisable that case should be finally settled and signed in consultation, attending counsel severally fixing consultation	1	6	8
Paid Mr. A.'s consultation fee and clerk	5	15	6
The like Mr. B.	5	15	6
Attending consultation when case finally settled and signed	2	2	0
Making copy of case as finally settled for the printer, folios at 8d			
Attending the printer therewith, and giving him instructions to print the same	0	13	4
Having received proof of appellant's case from the printer, examining and correcting same, folios at 2d. per folio			
Attending printer with revised proof, and instructing him to print off the usual number of copies	£0	13	4
Paid printer's account			
Attending paying same	0	6	8
Having received an intimation from the Parliament office that in order to save expense parties should agree to have a Joint Appendix, attending the respondent's agent and making the suggestion, and handing him a list of the documents which the appellants proposed to insert in their appendix, which he promised to consider	0	13	4
Drawing, and copy of the list of documents for the respondent's agent, folios at 1s. 4d. per folio			
Attending respondent's agent when he informed me that the respondents were disposed to have a Joint Appendix, and handed me a list of the documents which they proposed should be inserted	0	13	4
Attending the respondent's agent and appointing next to meet with him and settle the documents to be printed in the Joint Appendix	0	13	4
Attending respondent's agent accordingly, and arranging the documents to be inserted in the Joint Appendix	1	6	8
Drawing appendix, folios (half charge), 6d. per folio			
Fair copy for the printer, folios (half charge), 4d. per folio			
Attending him therewith (half charge)	0	6	8
Examining and correcting proof, folios at 2d. per folio			
Attending printer therewith and instructing him	0	6	8
Paid printer's account (moiety)			
Attending paying same	0	6	8
Certain of the respondents not having put in their answer			
Drawing motion that they be ordered to answer in a week	0	13	4
Attending at the Parliament office therewith	0	13	4
Attending the House when the respondents were peremptorily ordered to answer in a week	1	1	0
Paid fee on order	1	1	0
Attending respondent's agents, exchanging cases	0	13	4
Attending Parliament office, lodging case and appendix	1	1	0
Paid fee thereon			
Drawing motion to set down cause for hearing	0	10	0
Attending House when motion made	1	1	0
Paid fee thereon			
Making up sets of cases and appendices to be bound for the use of the Law Lords and for counsel, and attending binder therewith and instructing him	0	13	4
Paid binder's account			
Attending paying same	0	6	8
Attending Clerk of the Table with bound cases for the use of the Law Lords	0	13	4
Attending Mr. A. with brief			
Paid his brief fee and clerk			
NOTE.—This fee is regulated according to the magnitude and importance of the case, and in all cases includes the first day's attendance.			
Attending Mr. B. with brief			
Paid his brief fee and clerk			
Attending the Parliament office when we received notice that this cause would be in the paper for hearing on next	0	13	4
Attending Mr. A., fixing consultation	0	13	4
Paid his fee and clerk	5	15	6
Attending Mr. B., fixing consultation	0	13	6
Paid his fee and clerk	5	15	6
Attending consultation	2	2	0
Attending at the bar of the House this day, when cause in part heard and adjourned to next	5	5	0
Paid refresher fee to Mr. A. and clerk	11	0	6
Attending paying same	0	13	4
Paid refresher fee to Mr. B. and clerk	11	0	6
Attending paying same	0	13	4
Attending at the bar of the House this day, when cause fully heard, and further consideration put off *sine die*	5	5	0
Paid bar fee and attendance	8	15	0
Paid Lord Chancellor's purse-bearer	1	1	0
Paid cause list	1	1	0
Paid short hand-writer, attendance fee			
Attending at the Parliament office, when we received notice that this cause would be in the paper for judgment on next	0	13	4
Attending Mr. A., informing him thereof	0	13	4
Paid refresher fee to hear judgment	11	0	6
Attending at bar of the House this day, cause considered, and judgment of the court below reversed	3	3	0
Having received draft judgment from the chief clerk, perusing same, and making certain alterations therein	0	13	4
Attending respondent's agent with draft judgment as altered	0	13	4

Attending the chief clerk with draft of judgment settled and signed by the agents for both parties	£0 13 4
Paid fee on judgment	3 3 0
Session fee	5 5 0
Cabhire, letters, and messengers	3 3 0

In the House of Lords.

ON APPEAL FROM HER MAJESTY'S HIGH COURT OF CHANCERY (*or as the case may be*).

Between A. B. .. .. Appellants.
C. D. *et al* .. .. .. Respondents.

THE RESPONDENTS' BILL OF COSTS.

SESSION 18 .

18 . March

	£	s.	d.
Having received instructions from the respondents to attend to their interests in this appeal, agent's retaining fee	2	2	0
Having been served with notice of the presentation of the petition of appeal, and with copy of the order of the House made thereon, attending at the Parliament office, and ordering copy of the petition of appeal	0	13	4
Attending for and examining copy with the original	0	13	4
Paid for office copy			
Instructions for answer	0	13	4
Drawing and engrossing same	1	1	0
Paid for parchment	0	5	0
Attending Parliament office filing answer	0	13	4
Paid filing	0	5	0
Attending to ascertain if recognizance duly entered into and found it was	0	13	4
Drawing retainer for Mr. A. (counsel)	0	6	8
Attending retaining him	0	13	4
Paid his retaining fee and clerk	2	7	0
Drawing retainer for Mr. B. (counsel)	0	6	8
Attending retaining him	0	13	4
Paid his retaining fee and clerk	2	7	0
Instructions for case	2	2	0
Drawing same, folios at 2s. per folio			
Copy of case for Mr. A. to peruse and settle folios at 8d.			
Paid his fee and clerk (regulated according to the magnitude and importance of the case)			
Attending paying same			
Copy of case for Mr. B. to peruse and settle			
Paid his fee and clerk			
Attending paying same			
Attending the appellant's agent when he served me with notice of his intention to present a petition for further time to lodge his case, perusing petition, and signing same as assenting thereto or refusing assent	0	13	4
Attending the House when prayer of petition complied with, and order made	1	1	0
(Or if attending before the appeal committee)	2	2	0
It being desired by counsel that the case should be settled and signed in consultation:—			
Attending Mr. A., fixing consultation	0	13	4
Paid his consultation fee and clerk	5	15	6
The like attendance on Mr. B	0	13	4
Paid his consultation fee and clerk	5	15	6
Attending consultation with counsel when case settled and signed	2	2	0
Making copy of case as finally settled for the printer, folios at 8d.			
Attending him therewith, and instructing him as to printing	0	13	4
Having received proof case from the printer, examining and correcting same, folios at 2d. per folio.			
Attending printer with corrected proof, and instructing him to print copies	0	13	4
Attending the appellant's agent when he suggested to me that it would be desirable to have a joint appendix in order to save expense, and he handed me a list of the documents which he desired to have printed on behalf of the appellants	0	13	4
Drawing and fair copy of a list of the documents on behalf of the respondents, folios at 1s. 4d. per folio			
Attending the appellant's agent with copy of list and informing him that the respondents were disposed to join in appendix	0	13	4
Attending appellants agent, fixing meeting with him to finally settle the lists on either side	0	13	4
Attending appellant's agent accordingly, and finally arranging the documents to be inserted in the joint appendix	1	6	8
Drawing joint appendix, folios at 1s. (half charge)			
Making copy for the printer, folios at 8d. (half charge), 4d.			
Attending him therewith (half charge)	0	6	8
Having received proof from the printer, examining and correcting same, folios at 2d. per folio			
Attending printer, returning corrected proof and instructing him to strike off copies	£0	13	4
Paid printer's account			
Attending paying same	0	6	8
Attending appellant's agent, exchanging cases	0	13	4
Attending Parliament office, lodging case and appendix	1	1	0
Paid fee on lodging same			
Making up sets of cases and appendixes for the binder, for the use of the law lords and counsel, and attending the binder therewith	0	13	4
Paid binding same.			
Attending the clerk attending the table with bound copies for the use of the law lords	0	13	4
Attending Mr. A. with brief			
Paid his brief fee and clerk.			
NOTE.—This fee is regulated according to the magnitude and importance of the case, and in all cases covers the first day's attendance.			
The like attendance on Mr. B.			
Paid his brief fee and clerk			
Attending the Parliament office, when we ascertained that this appeal would be in the paper for hearing on next	0	13	4
Attending Mr. A., fixing consultation	0	13	4
Paid his consultation fee and clerk	5	15	6
The like attendance on Mr. B.	0	13	4
6d.			
Paid his consultation fee and clerk	5	15	6
Attending consultation	2	2	0
Attending at the bar of the House this day, when counsel were fully heard for the appellants, and the further hearing was adjourned until next	5	5	0
Paid Mr. A. refresher fee	11	0	6
Attending him	0	13	4
The like Mr. B	11	0	6
Attending him	0	13	4
Attending at the bar of the House this day, when counsel were fully heard for the respondents, and the further consideration of the cause adjourned *sine die*.	5	5	0
Attending at the Parliament office, when we received notice that this appeal would be in the paper for judgment on next	0	13	4
Attending Mr. A., informing him thereof	0	13	4
Paid refresher fee to hear judgment	11	0	6
Attending at the bar of the House this day, when judgment given affirming the judgment of the court below, and dismissing this appeal with costs	3	3	0
Having received the draft judgment from the chief clerk, perusing and considering same, and making certain alterations therein	0	13	4
Attending the appellant's agent with draft judgment as altered, and settling same with him	0	13	4
Attending the chief clerk with draft judgment, as settled and signed by the agents for both parties	0	13	4
Paid the following House fees:—			
Bar and attendance fees £			
The Lord Chancellor's purse-bearer			
Cause list			
Judgment			
Session fee	5	5	0
Cab-hire, letters, and messengers	3	3	0
Drawing this bill of costs, folios at 1s. per folio			
Copy thereof for the taxing officer of the House of Lords, folios at 8d.			
Attending him therewith, and obtaining an appointment to tax	0	13	4
Copy of bill of costs, and service thereof, together with notice of appointment to tax upon appellant's agent			
Attending taxing			
Paid fees for taxing			
Attending settling costs			

Notice has been given by the Registrar of the Admiralty Court that cases not ready for hearing on or before the 17th proximo will not be heard until after the Long Vacation.

Mr. S. D. Waddy, barrister-at-law, is one of the Liberal candidates for the representation of the new borough of Wednesbury.

The sheriffs of London and Middlesex, according to the old custom, entertained her Majesty's judges at dinner, at Haberdasher's Hall, on Monday evening.

The election of a coroner for the Kirkton-in-Lindsey district was held at Kirkton on Weduesday last. There were two candidates, Mr. Thomas H. Oldman, solicitor, Gainsborough, and Mr. Howlett, solicitor, Kirton, the votes recorded were—for Mr. Oldman, 881; for Mr. Howlett, 310; majority for Oldman, 571.

COURT PAPERS.

LANCASHIRE SUMMER ASSIZES, 1868.

NOTICE.

The commissions for holding these assizes will be opened at Lancaster, on Thursday, the 23rd of July, at Manchester, on Tuesday the 28th of July, and at Liverpool, on Tuesday, the 11th of August.

The entry of causes at Lancaster will commence immediately after the opening of the commissions on Thursday, the 23rd of July, and will close at nine o'clock on the following morning.

By an order made by the judges (Mr. Justice Mellor and Mr. Justice Lush), at the last Liverpool assizes "for facilitating the entry of causes for trial at future assizes for the southern division of this county and for the more convenient arrangement of the business at such assizes—"

It is ordered as follows:—

Causes for trial at Manchester and Liverpool respectively may be entered provisionally at the office of the acting prothonotary and associate at Preston, on such days previous to the commencement of each assizes, as may by the acting prothonotary and associate be appointed in that behalf.

For the purpose of the entry lists shall be prepared with such numbers in the margin thereof, from one upwards, as the acting prothonotary and associate may consider likely to approximate to the number of causes to be entered for trial.

Persons entering causes either provisionally or otherwise shall be at liberty to enter at any number which may be vacant.

Causes entered provisionally shall stand in the list as actually entered for trial unless withdrawn before the commencement of the entry on the commission day of the assizes.

No cause which shall be withdrawn shall be re-entered without leave of the Court or a judge.

Unless otherwise ordered by the Court or a judge, no cause shall be entered at the foot of any list to be prepared as aforesaid until all the numbers therein shall have been filled up, and if it shall happen when the entry is closed that any of the numbers shall not be filled up, the acting prothonotary and associate shall number the causes consecutively from the first to the last.

Unless otherwise ordered the entry of causes at Manchester and Liverpool respectively shall commence at the Assize Courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and shall close at nine o'clock in the evening on the commission day.

Every common jury cause not marked defended (unless previously disposed of in regular order) shall be called on for trial at the sitting of the court on the second business day of the assizes.

In case the attorney who shall have entered any such undefended or uncontested cause shall not be prepared with his witnesses to proceed to trial at the time above mentioned, then the same may be called on at any time afterwards before being peremptorily called on in the order in which it shall stand in the list; and to guide the proper officers in the allowance of costs for the attendance of attorneys and witnesses, and to prevent any excess in such allowance, where a cause so called on for trial as an undefended cause shall not have been tried on the day on which it shall be so called on, the acting prothonotary and associate shall indorse on the record a minute of the cause having been so called on for trial as an undefended cause.

At, or before the close of business on each day, a list shall be drawn out by the acting prothonotary and associate of a certain number of causes to be taken on the following day, and if the plaintiff shall not be prepared in any cause, the same shall be struck out, unless the Court shall otherwise direct.

The special jury causes shall be called on for trial on the fourth business day of the assizes, and shall be taken in their order, unless the Court shall otherwise direct.

All common jury causes remaining undisposed of on the fourth business day of the assizes shall be postponed until after the special jury causes shall be disposed of, unless the Court shall otherwise order, or unless the judge presiding in the Crown court assist in the trial of causes, in which case the causes so postponed, or some of them, shall be sent over to him, of which due notice shall be given.

In pursuance of the above order, causes for trial at Manchester and Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas, at Lancaster, at Preston, as follows, viz., :—Causes for trial at Manchester, on Wednesday, the 22nd of July, and daily thereafter until Saturday, the 25th of July inclusive, between the hours of ten o'clock in the forenoon and one o'clock in the afternoon; and causes for trial at Liverpool on Wednesday, the 5th of August, and daily thereafter until Saturday, the 8th of August inclusive, between the above-mentioned hours.

The entry of causes at Manchester and Liverpool respectively will commence at the assize courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock in the evening on the commission day.

The Court will sit at eleven o'clock in the forenoon at Manchester and Liverpool respectively on the day next following the commission day.

The trial of special jury causes will commence at Manchester at ten o'clock a.m. on Saturday, the 1st of August, and at Liverpool at ten o'clock a.m. on Saturday, the 15th of August, and not earlier.

A list of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the corridor of the court and in the library.

By order of the Judges,

EDMUND R. HARRIS,
Acting Prothonotary and Associate.

Prothonotary's office, Preston, June 23rd, 1868.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, June 26, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94⅞	Annuities, April, '85 12⅛
Ditto for Account, July 94⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced, 94⅞	Ex Bills, £1000, per Ct. 20 p m
New 3 per Cent., 94⅝	Ditto, £500, Do 20 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 20 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 247
Do. 5 per Cent., Jan. '72	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74,	Ind. Enf. Pr., 5 p C., Jan. '72 104
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 114⅝	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105½
Ditto 4 per Cent., Oct. '88 105	Do. Bonds, 5 per Ct., £1000, 28 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 28 p m
Ditto Enfaced Ppr., 4 per Cent. 91	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	73
Stock	Glasgow and South-Western	100	—
Stock	Great Eastern Ordinary Stock	100	36⅝
Stock	Do., East Anglian Stock, No. 3	100	7½
Stock	Great Northern	100	103
Stock	Do., A Stock*	100	96½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	50½
Stock	Do., West Midland—Oxford	100	31½
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	52
Stock	London, Chatham, and Dover	100	20
Stock	London and North-Western	100	116
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	43
Stock	Metropolitan	100	111⅛
Stock	Midland	100	106
Stock	Do., Birmingham and Derby	100	78
Stock	North British	100	34¼
Stock	North London	100	119
10	Do., 1866		11⅛
Stock	North Staffordshire	100	57½
Stock	South Devon	100	45
Stock	South-Eastern	100	74½ x n
Stock	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Little has been done this week; the funds opened with a slight tendency to rise, but a few sales soon counteracted this. Towards the close of the week railway stocks showed a little

firmness, but ultimately gave way. Foreign securities have been most in request, but the week, on the whole, has been a very inactive one.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 10.—By Messrs. Daniel Smith, Son, & Oakley.

Leasehold, 5 residences, Nos. 1 to 5, Kidbrooke-park-road, Kent; term 97 years unexpired, at £13 each per annum—Sold for £4,900.

By Messrs Edwin Fox & Bousfield.

Freehold residence, No. 7, Blenheim Villas, Abbey-road, St. John's Wood, let at £50 per annum—Sold for £810.

Freehold residence, with stabling, known as Guildford Lodge, Lower Grosvenor-place, Margate, Kent—Sold for £1,065.

Leasehold residence, known as Bruce House, No. 37, Highbury New park, annual value, £120; term, 82 years unexpired, at £15 pe annum—Sold for £1,350.

By Mr. Murrell.

Freehold building land, known as the Highbury Vale Estate, Highbury—Lot 20 sold for £90; lot 94 sold for £70.

Leasehold residential estate, known as the Willows, Upper Mitcham, Surrey, comprising a residence, with pleasure gardens, farm yard, outbuildings, paddock, and meadow land about 12 acres; term, 28, years from 1865, at £140 per annum—Sold for £700.

Leasehold, 2 residences, Nos. 1 and 2, Marion-terrace, Park-road, West Dulwich, annual value £90; term, 99 years from 1865, at £12 14s. per annum—Sold for £900.

June 12.—By Messrs. Gadsden, Ellis, & Scorer.

Freehold, 19 houses, situate in Long-alley, and New-court, Shoreditch, producing £313 16s. per annum—Sold for £3,030.

June 16.—By Messrs. Farebrother, Clarke, & Co.

Freehold domain, with mansion, known as Ditcham House, situate in the parishes of Buriton, Chalton, and Hartling, on the border of Hants and Sussex; also several farms, plantations, and woods, the whole about 1,625 acres—Sold for £50,000.

By Messrs. Driver & Co.

Freehold estate, known as Hall Farm, Aylesford West, Kent, comprising farm house and homestead, with 120 acres of arable and pasture lands —Sold for £5,780.

Freehold, 0a 2r 6p of pasture land, situate in the parish of Edgware, Middlesex—Sold for £170.

The perpetual advowson of, with the right of next presentation to, the rectory of Wymington, in the county of Bedford and diocese of Ely, with a rectory house, farm residence, and homestead, and about 161 acres of land—Sold for £1,000.

By Mr. C. D. Luckett.

Leasehold house, with out buildings and plot of ground, producing £41 per annum; term, 31½ years unexpired at £8 per annum—Sold for £200.

Leasehold house, No. 31, Redhill-street, Albany-street, Regent's-park, let at £27 per annum; term, 50½ years unexpired at £6 per annum—Sold for £285.

Leasehold 3 houses, Nos. 40 to 42, Ernest-street, Albany-street, producing £108 per annum; term, 55 years unexpired, at £6 13s. 4d. each per annum—Sold for £1,015.

Leasehold house and premises, No. 47, Clarence-gardens, Munster-street, N.W., also a house, No. 14, Little Albany-street North, producing £92 6s. per annum; term, 55 years unexpired, at £21 per annum—Sold for £385.

Leasehold house, shop, and premises, No. 1, William-street, Albany-street, annual value, £60; term, 56½ years unexpired, at £7 7s. per annum—Sold for £445.

June 17.—By Messrs. Edwin Fox & Bousfield.

Leasehold residence, No. 78, St. Paul's-road, Ball's Pond, annual value £50; term, 57 years unexpired, at £8 12s. per annum—Sold for £410.

Leasehold residence, known as Moorland-villa, Loughborough-park, Brixton; term, 80 years from 1842, at £9 per annum—Sold for £1,300.

By Messrs. Buckland & Son.

Freehold estate, comprising a residence, with pleasure grounds, cottages, farmery, and paddocks, about 21 acres, situate at Thorpe Lee, Surrey—Sold for £6,550.

By Messrs. Prickett & Son.

Freehold, 3 acres of building land, situate in Stroud Green-lane, Hornsey—Sold for £3,300.

Freehold residence, known as Whittlebury House, Millfield-lane, Highgate-rise, annual value £100—Sold for £1,450.

By Messrs. Roe & Curtis.

Leasehold house, No. 14, Sussex-place, Regent's-park; term, 53 years unexpired, at £52 10s. per annum—Sold for £2,140.

June 18.—By Messrs. Wilkinson & Horne.

Freehold, 8a 2r 35p of building land, situate in Horn Lane, Acton—Sold for £8,600.

Freehold and copyhold, 6a 3r 6p of building land, situate close to the above—Sold for £6,900.

June 19.—By Messrs. Norton, Trist, Watney, & Co.

Leasehold, several dwelling houses, manufacturing and business premises, stabling, &c., situate Nos. 55 to 58, Bridge-street, and 1 to 9, Sumner-street, Southwark, producing £552 3s. per annum; term, 61 years from 1824, if three gentlemen, aged 76, 74, and 66 years, or either of them, shall so long live, at £175 per annum—Sold for £2,360.

Leasehold, 5 dry arches, situate in New Park-street, Southwark, let at £45 per annum; term, 53 years unexpired, at a peppercorn rent —Sold for £600.

By Messrs. Farebrother, Lye, & Wheeler.

Freehold estate, known as Manor Cottage Farm, and about 67 acres of land, situate at West Horsley, Surrey—Sold for 2,810.

By Messrs. Chinnock, Galsworthy, & Chinnock.

Freehold, Biggles Bush Farm, consisting of 79a 3r 3p of arable and pasture land, also 30 acres of wood, known as Little Birches Wood, situate near Southend and Rochford, Essex—Sold for £3,000.

Freehold house and shop, No. 4, Westow-hill-terrace, Upper Norwood, let on lease at £100 per annum—Sold for £1,500.

June 23.—By Messrs. Farebrother, Clark, & Co.

Freehold farm, comprising about 125 acres, let at £190 per annum, situate at Stebbing, Essex, pasture land, adjoining the vicarage, containg 3a 1r 32p, let at £10 per annum, and the Manor of Freerer's Hall —Sold for £6,100.

By Messrs. Debenham, Tewson, & Farmer.

Freehold residential property, known as Hyde House, Edmonton, comprising a residence, with stabling, orchard, and park-like enclosures, in all 11a 3r 0p—Sold for £5,100.

By Messrs. Dann & Son.

Freehold shop and premises, situate in High-street, Dartford, let at £65 per annum—Sold for £1,190.

June 24.—By Messrs. Norton, Trist, Watney, & Co.

Leases of the residential property, known as The Grove, Streatham-common, comprising a mansion, with stabling, farmery, pleasure grounds, and meadows, containing nearly 50 acres; also freehold cottage and meadow, containing 1a 0r 4p—Sold for £3,150.

Freehold, 2 homesteads, known as Puckwell and Lock's Homesteads, with buildings, and 127a 2r 9p of arable and meadow lands, situate at Niton, Hants—Sold for £5,800.

Freehold 16a 1r 23p of meadow land, situate close to the village of Niton —Sold for £1,370.

Freehold 23a 1r 0p of arable and pasture land, fronting the road from Niton to Whitwell, Hants—Sold for £1,310.

Freehold, 11a 2r 15p of arable land, situate as above—Sold for £800.

Freehold, Bevois Farm, situate close to the village of Niton, comprising a house, cottage, and 14a 1r 3p of arable, pasture, and wood lands—Sold for £1,150.

The manor or reputed manor or lordship of Niton, with its rights, royalties, privileges, and appurtenances—Sold for £210.

Leasehold house and shop, No. 3, Lupus street, Pimlico, let on lease at £117 12s. per annum; term, 62½ years unexpired at £17 per annum—Sold for £1,200.

Leasehold, 3 houses, Nos. 1 to 3, Hurley-road, Lower Kennington-lane, with workshops in the rear, annual value, £132; term, 64½ years unexpired at £12 per annum—Sold for £1,120.

By Messrs. Edwin Fox & Bousfield.

Leasehold house, No. 23, Weston-street, Pentonville, let at £32 per annum; term, 14 years unexpired at £3 5s. 6d. per annum—Sold for £135.

Leasehold, 2 tenements, Nos. 7 and 8, George street, Islington, producing £49 8s. per annum; term, 56 years unexpired at £7 per annum—Sold for £300.

Leasehold residence, No. 1, Glocester-cottages, Loughborough-road, Brixton, annual value £35; term, 63 years unexpired at £4 9s. per annum —Sold for £320.

Leasehold residence, No. 2, Glocester-cottages, let at £40 per annum; term, similar to above at £5 per annum—Sold for £445.

AT THE GUILDHALL COFFEE HOUSE.

June 10.—By Messrs. Furber & Price.

Freehold house, No. 5, Boyle-street, Saville-row, Westminster—Sold for £1,050.

June 18.—By Mr. Marsh.

Freehold residence, No. 6, Lee-place, Lee, Kent, producing £50 per annum—Sold for £820.

AT GARRAWAY'S.

June 18.—By Mr. Phillips.

Freehold residence, known as Elibank House, with stabling, pleasure grounds, and paddock, in all about six acres, situate at Taplow, Bucks—Sold for £6,500.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COTTON—On June 22, at No. 10, Sussex-square, Hyde-park, the wife of Henry Cotton, Esq., Q.C., of a daughter.

HALL—On June 22, at Ely, Cambridgeshire, the wife of Geo. Hall, Esq., Solicitor, of a son.

HARVEY—On June 11, at Pera, Constantinople, the wife of Hingston Harvey, Esq., Solicitor, of a daughter.

MARSH—On June 25, at Poplar, the wife of J. W. Marsh, Esq., of a daughter.

MARRIAGES.

BLEWITT—SHARDLOW—On June 18, at St. Saviour's, Herne-hill, Matthew John Blewitt, Esq., Solicitor, 220, Camberwell New-road, to Kate Ludford, daughter of the late William Shardlow, of Birmingham.

CLAYTON—HARE—On June 23, at Hook Church, Surrey, Charles Hoghton, son of the late John Clayton, Esq., of Haycroft, Hook, and of Lancaster-place, Strand, to Lydia Mary, daughter of Thomas Hare, Esq., of Gosbury-hill, Kingston-on-Thames.

SALMON—CHURCHWARD—On June 17, at the Parish Church, Stoke Gabriel, Devon, George Salmon, Esq., Solicitor, Cardiff, to Mary Ann, daughter of the late John Churchward, Esq.

DEATHS.

BUSHBY—On June 18, at 19, Bedford-square, Brighton, William Johnson Bushby, Esq., late of the Middle Temple, aged 39.

HILLEARY—On June 20, at his residence, Stratford, Essex, Robert George Augustus Hilleary, in his 63rd year.

RAE—On June 21, at New Cavendish-street, Portland-place, Harriet, the wife of John Rae, Esq., Solicitor, of Mincing-lane, in her 23rd year.

SMITH—On June 22, at the Manor House, Crediton, F. E. Smith, Esq., Solicitor, aged 56,

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, June 19, 1868.

Limited in Chancery.

Brighton Arcade (Limited).—Petition for winding up, presented June 11, directed to be heard before the Master of the Rolls on June 27. Snell, George-st, Mansion-house, solicitor for the petitioner.

Kirkstall Patent Axle Company (Limited).—The Master of the Rolls has, by an order dated May 9, appointed Wm Hy Burrell, Albion-st, Leeds, to be official liquidator. Creditors are required, on or before July 13

to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, July 20, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Library Company (Limited).—Petition for winding up, presented June 1, directed to be heard before the Master of the Rolls on June 27. Pead, Gt George-st, Westminster, solicitor for the petitioners.

UNLIMITED IN CHANCERY.

Plymouth Exchange Company.—Vice-Chancellor Malins has, by an order dated June 12, ordered that the above company be wound up. Harris, Stone-bldgs, Lincoln's-inn, solicitor for the petitioner.

COUNTY PALATINE OF LANCASTER.

Mersey Steel and Iron Company (Limited and Reduced).—Petition for reducing the capital from £800,000 to £500,000, presented June 17, is now pending. The list of creditors of the company is to be made out as for July 20.

TUESDAY, June 23, 1868.

LIMITED IN CHANCERY.

British Ship Owners Company (Limited and Reduced).—Petition for reducing the capital from £2,000,000 to £1,000,000, presented June 16, is now pending. The list of creditors of the company is to be made out as for July 24. Gregory & Co, Bedford-row, petitioners' solicitors.

Discount Company (Limited).—Vice-Chancellor Malins has, by an order dated June 12, appointed William Penn Gaskell, 31, Nicholas-lane, Lombard-st, to be provisionally the official liquidator.

Hafod Hotel Company (Limited).—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to John Jas Robertson, Epping. Thursday, July 23, at 12, is appointed for hearing and adjudicating upon the debts and claims.

London and Northern Insurance Corporation (Limited).—Vice-Chancellor Giffard has, by an order dated June 12, ordered that the voluntary winding up of the above company be continued. Harcourt & Macarthur, King's Arms-yard, Coleman-st, solicitors for the petitioners.

Thames Patent Wood Cutting Company (Limited).—Petition for winding up, presented June 9, directed to be heard before the Master of the Rolls on July 4. Tatham & Son, Old Broad-st, solicitors for the petitioner.

STANNARIES OF CORNWALL.

Rosewarne United Mining Company.—Petition for winding up, presented June 8, directed to be heard before the Vice-Warden, at the College Hall, Exeter, on Thursday, July 9, at 10. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before July 2, and notice thereof must at the same time, be given to the petitioners, their solicitors, or their agents. Hodge & Co, Truro, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, June 19, 1868.

Jenkins Lodge, Black Bird Inn, Padbury, Buckingham. June 17.

Newtown Friendly United Society, Grapes Inn, Newtown, Montgomery. June 17.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 19, 1868.

Pickmere, Amelia, Warrington, Lancaster, Widow. July 22. Ashton v Lees, V.C. Stuart.

Pole, Chas Richd Van Notten, & Lambert Van Notten Pole, Lime-st-sq, Merchants. July 31. Pole v Begbie, V.C. Stuart.

Poynder, Rev Wm, Horne, Surrey, Clerk. July 16. Poynder v Poynder, V.C. Malins.

Rhodes, Jas Wright, Springfield-in-Kirkburton, York, Woollen Merchant. Aug 10. Rhodes v Rhodes, V.C. Stuart.

Wilton, Wm, St Day, Cornwall, Clock Maker. July 25. Michell v Wilton, V.C. Stuart.

TUESDAY June 23, 1868.

Cobbe, Geo, Sydney-pl, Fulham-rd, Brompton, Lieut-Gen. July 14. Cobbe v Pulleyn, V.C. Malins.

Palethorpe, Sami Liddell, Nottingham, Pawnbroker. July 17. Beckitt v Carver, V.C. Giffard.

Pescock, Thos Bertenshaw, Denton, Lancaster, Hat Manufacturer. July 18. Smith v Tagg, V.C. Malins.

Walls, Jas, New Chapel, Surrey, Farmer. July 14. Groves v Walls, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 19, 1868.

Abell, Wm, Leicester, Gent. July 31. Dalton, Leicester.

Alexander, Thos, Lancaster-gate, Hyde-pk, Esq. Sept 1. Wright, Ironmongers' Hall, Fenchurch-st.

Astwich, John, Caphouse, York, Wheelwright. July 31. Rayner Horbury.

Save, Fredck Richd, Slough, Bucks, Esq. July 15. Farrer & Co, Lincoln's-inn-fields.

Beck, John Grant, Washington, Sussex, Esq. Sept 1. Wright, Ironmongers' Hall, Fenchurch-st.

Byng, John, Southampton, Major-General. July 31. Crosse, Bell-yard, Doctors'-commons.

Calvert, Thos, Alma-ter, Albert-rd, Regent's-pk, Gent. July 31, Johnston & Jackson, Chancery-lane.

Coverdale, John, Bedford-row, Esq. Aug 15. Bristow Bedford-row.

Forrest, Edwd Fras John, Bangkok, Siam, Assistant in the Consulate. July 13. Dolman, Jermyn-st, St. James.

Gow, Geo, Oakwood Lodge, Idle-hill, near Sevenoaks, Kent, Esq. July 31. Johnston & Jackson, Chancery-lane.

Grabham, Jas, Ashford Mills, Ilton, Somerset, Miller. Aug 1. Baker, Ilminster.

Horseman, Christopher, West Hartlepool, Durham, Timber Merchant. July 30. Strover & Hopper, West Hartlepool.

Newton, Chas Hy, Ceylon, Government Engineer. July 31. Tippetts & Son, Gt St Thomas Apostle.

Penny, John, Preston, Lancaster, Coach Builder. July 11. Plant & Abbott, Preston,

Price, Ralph Chas, Hill House, Carshalton, Esq. Sept 1. Wright, Ironmongers' Hall, Fenchurch-st.

Shaw, John, Grindale, York, Farmer. Aug 10. Harland, Bridlington.

Shee, Hon Sir Wm, Sussex-pl, Hyde-pk, Knight. July 20. Taylor & Son, Field-ct, Gray's-inn.

Symm, Amelia, St Peterburgh-ter, Moscow-rd, Bayswater, Widow. July 20. Tathams & Co, Frederick's-place, Old Jewry.

Tidswell, Eliz, Seymour House, Denmark-hill, Widow. Sept 1, Potter, King-st, Cheapside.

TUESDAY, June 23, 1868.

Bessey, Wm Hy, Gt Yarmouth, Norfolk, Merchant. Sept 1. Chamberlin, Gt Yarmouth.

Bishop, Matthew, Sheffield Gent. July 23. Branson & Son, Sheffield.

Graham, Eliz, Cumberland, Dalston, Widow. Sept 18. Nanson & Clutterbuck, Carlisle.

Hickmott, Thos, Frittenden, Kent Farmer. Sept 21. Neve & Co.

Leveridge, Sami John, Fleet-st, Wine Merchant. July 31. Mackrell, Cannon-st.

Nicholls, Jane, Hanley, Stafford, Widow. July 14. Paddock, Hanley.

Nicholls, Hy, Hanley, Stafford, Chemist. July 14. Paddock, Hanley.

Rice, Hy Wm, Winchester, Gent. Sept 29. Lee & Best, Winchester.

Richardson, Thos Rumbold, Somerset, Londonderry, Ireland, Esq. Aug 10. Capron & Co, Saville-pl, New Burlington-st.

Sanguinetti, Francisco Bernardo, Jermyn-st, Tailor. July 31. Norton, Swansea.

Styan, Fras, Birkenhead, Chester, Cabinet Maker. Sept 1. Evans & Co, Lpool.

Walker, Joseph, York, Builder. Aug 1. Seymours & Blyth, York.

Wood, John, Loughborough, Leicester, Gent. Sept 1. Giles, Loughborough.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 19, 1868.

Bassett, Alfred, John Green, Hy Hewetson, & Hy Nathaniel Staddon, Southwark-st, Hop Factors. June 16. Inspectorship. Reg June 17.

Batchelor, Hy Edwd, Roseberry-st, Blue Anchor-rd, Bermondsey, Grocer. May 30. Comp. Reg June 17.

Baxendale, Wm, Bolton-le-Moors, Lancaster, Grocer. May 25. Asst. Reg June 17.

Beach, Jonathan Peter, Cheltenham, Gloucester, Artist. June 13. Comp. Reg June 17.

Bennett, Chas, Basingstoke, Southampton, Draper. May 20. Comp. Reg June 17.

Bennion, John, Monks Coppenhall, Chester, Yeast Dealer. June 15. Comp. Reg June 18.

Bickell, Thos, Kinsman, Tavistock, Devon, Innkeeper. May 22. Comp. Reg June 18.

Blinkorn, Walter Moyse, Southampton Grocer. May 22. Asst. Reg June 18.

Bottomley, Alfred David, Gracechurch-st, Lighterman. June 12. Comp. Reg June 17.

Brierley, John, Colley, Chester, Draper. May 21. Comp. Reg June 16.

Cane, Maria, Orchard-st, Kingsland, Cheesemonger. May 20. Comp. Reg June 16.

Cattell, Hy Joseph, Melrose-villas, Tottenham, Agent. June 13. Comp. Reg June 17.

Clarke, John, Moore Park-ter, Walham-green, Commercial Traveller. June 5. Comp. Reg June 12.

Cook, Hy Fras, Kent-st, Southwark, Tallow Melter. June 17. Comp. Reg June 16.

Costiff, Wm, Station-rd, Barnet, Grocer. June 17. Comp. Reg June 19.

Cowden, Wm, Merthyr Tydfil, Glamorgan, Travelling Draper. May 26. Asst. Reg June 19.

Davies, John Posthumus, Shoreditch, Chemist. May 19. Comp. Reg June 15.

Dunevein, Edwd, Manch, Wine Seller. June 13. Comp. Reg June 17.

Evans, Chas, South Shields, Durham, Gent. June 16. Comp. Reg June 15.

Ferns, Jas Fras, Chigwell, Essex, Comm Agent. June 17. Comp. Reg June 19.

Fisher, Anthony, Stafford, Jeweller. May 27. Comp. Reg June 19.

Fisher, Josiah, Tipton, Stafford, Iron Roller. June 11. Comp. Reg June 16.

Fisher, Francis, Jewin-st, Lithographer. May 27. Comp. Reg June 15.

Fletcher, Wm, Landport, Southampton, Ironmonger. June 16. Comp. Reg June 17.

Goody, Geo Hy, Argyle-st, Regent-st, Tailor. June 12. Comp. Reg June 16.

Greaves, Geo, Blackburn, Lancaster, Manufacturing Chemist. June 12 Comp. Reg June 18.

Hall, Thos, Stafford-pl, North Brixton, Gent. June 6. Comp. Reg June 16.

Haydon, Wm, & Herbert Butcher, Birm, Curriers. May 30. Comp. Reg June 17.

Hodgkinson, Sydney, Parade, Epsom. June 6. Comp. Reg June 19.

Holstead, Hy, Huddersfield, York, Fruiterer. May 29. Asst. Reg June 17.

Houghton, Chas, Cardiff, Glamorgan, General Dealer. May 23. Asst. Reg June 13.

Jacobs, Joseph, Cobb's-yard, Whitechapel, Clothier. June 10. Comp. Reg June 16.

Kean, John Lawrence, Richd Wm Ralph Sadleir, & Wm Holden, St Helen's, Lancaster, Manufacturing Chemists. May 23. Asst. Reg June 19.

Kennard, John, Tottenham-ct-rd, Ironmonger. June 15. Comp. Reg June 16.

Laine, Leopold, & Louis Maillot, New Oxford-st, Importers of Foreign Goods. June 8. Comp. Reg June 17.

Laslett, Geo Washington, Aldgate, Hosier. May 21. Asst. Reg June 18.

Longhurst, Fredk, Seymour-cottage, Camberwell, Salesman. June 2. Comp. Reg June 19.

Markquick,, Hy Ransom, Old Kent-rd, Accountant. June 12. Comp. Reg June 17.

May, John, Bodmin, Cornwall, Innkeeper. May 20. Comp. Reg June 16.
Mayor, Saml, Altrincham, Chester, Plumber. May 26. Asst. Reg June 18.
McKane, John, Hexham, Northumberland, Draper. May 27. Comp. Reg June 18.
McLean, Donald, Parson's Mead, Croydon, Draper. May 20. Asst. Reg June 17.
Meadowcroft, John, Stafford, Grocer. June 13. Comp. Reg June 17.
Moody, Jas, South shields, Durham, Beerhouse Keeper. June 4. Asst. Reg June 18.
Morgan, Alex, Vernon-ter, Notting-hill, Grocer. May 21. Comp. Reg June 17.
O'Donoghue, John Wm, Jeffrey Loughor, Glamorgan, Gent. June 12. Asst. Reg June 18.
Page, David, Gt, Horkesley, Essex, Cattle Dealer. May 25. Asst. Reg June 16.
Parker, John Geo, Leckhampton-villa, Brixton. June 5. Comp. Reg June 17.
Parker, Isaac Solomon, Artillery-lane, Old Artillery-ground, Cheesemonger. June 11. Comp. Reg June 16.
Philps, John Ball, Lambourne, Berks, Farmer. May 21. Asst. Reg June 16.
Poole, Wm, Landport, Hants, Currier. June 10. Asst. Reg June 17.
Prince, Peter, Lincoln, Gardener. May 27. Asst. Reg June 18.
Reed, Wm Martin, Sunderland, Durham, Tailor. June 11. Comp. Reg June 18.
Reeve, Theodore Rycroft Dalby, Brompton-crescent, Brompton, Secretary. June 17. Comp. Reg June 17.
Robinson, Edwd Geo, York, Provision Dealer. June 11. Asst. Reg June 18.
Rushton, Thos, Lpool, Clothier. June 18. Comp. Reg June 19.
Sanders, Saml, Rhymney, Monmouth, Grocer. May 25. Comp. Reg June 18.
Schulhoff, Ignatius, Birm, Merchant. May 26. Asst. Reg June 17.
Scott, Wm, South Shields, Durham, Boatmaker. June 16. Comp. Reg June 17.
Sinden, Jas, Clyde-ter, Limehouse, Chemical Manufacturer. June 18. Comp. Reg June 18.
Stott, Ishmael, Huddersfield, York, Woollen Draper. May 21. Asst. Reg June 18.
Strawson, John, Birkenhead, Chester, Fancy Goods Dealer. June 5. Comp. Reg June 17.
Tasker, Edwd, Oxford, out of business. May 28. Asst. Reg June 18.
Tatam, John, Sheffield, Grocer. June 10. Asst. Reg June 19.
Whinham, Thos, Sunderland, Durham, Painter. May 19. Asst. Reg June 16.
Xenos, Stefanos, Fenchurch-st, Merchant. June 18. Comp. Reg June 18.

TUESDAY, June 23, 1868.

Adshead, Wm Hy, Macclesfield, Chester, Silk Throwster. May 25. Asst. Reg June 20.
Allen, Richd Ghent, Brierley-hill, Stafford, Clothier. June 11. Comp. Reg June 19.
Armstrong, Wm, Newcastle-upon-Tyne, Butcher. June 3. Asst. Reg June 22.
Brown, John, Union-st, Southwark, Licensed Victualler. June 12. Comp. Reg June 23.
Chaplin, Joseph, Huddersfield, York, Chemist. May 25. Comp. Reg June 19.
Clarke, Joseph, Lpool, Joiner. June 17. Comp. Reg June 23.
Cuthbert, Webster, Stockton, Durham, Grocer. May 27. Inspectorship. Reg June 22.
Davies, Thos, Ebbw-vale, Monmouthshire, Chemist. June 9. Asst. Reg June 20.
Davies, Thos, Oxton, Chester, Agent. June 20. Comp. Reg June 22.
Dodd, Thos, Newcastle-upon-Tyne, Corn Merchant. June 17. Asst. Reg June 20.
Drake, Wm John, & Chas Drake, Renfrew-rd, Kennington, out of business. May 27. Comp. Reg June 20.
Dunn, Robt Kerr, Bedford, Draper. June 11. Asst. Reg June 23.
Edgar, David, Newcastle-upon-Tyne, Draper. May 29. Asst. Reg June 22.
Essery, Werrington Barton, Devon, Yeoman. June 2. Asst. Reg June 22
Gifkins, John, Church-end, Finchley, Florist. June 17. Comp. Reg June 19.
Govan, Robt, Acacia-grove, Dulwich, Builder. June 15. Comp. Reg June 22.
Greaves, Chas, Sheffield, York, Boot Maker. June 8. Asst. Reg June 19.
Hilton, Geo, Prisoner for Debt, Hertford. June 20. Comp. Reg June 23.
Howe, Wm, Haswell, Durham, Grocer. June 22. Comp. Reg June 23
Jeanes, Wm, Coleshill-st, Pimlico, Confectioner. June 16. Asst. Reg June 22.
Johnson, John, New Radford, Nottingham, Machine Builder. June 19. Asst. Reg June 22.
Johnson, Wm Harral, Serle-st, Lincoln's-inn. June 20. Comp. Reg June 22.
Kew, Wm, Sheffield, Currier. June 19. Asst. Reg June 22.
Lang, Chas, Queen's-rd, Bayswater, Glass Decorator. June 17. Comp. Reg June 23.
Lansley, John, Brown Candover, Hants, Blacksmith. May 25. Comp. Reg June 22.
Larcombe, Wm, Swansea, Glamorgan, Tea Dealer. June 11. Comp. Reg June 20.
Long, Jane, Sompting, Sussex, Licensed Victualler. May 21. Asst. Reg June 18.
Martin, John Ebenezer, Dover, Kent, Corn Salesman. June 13. Comp. Reg June 22.
Merchant, John, Bath, Somerset, Wine Merchant. June 3. Comp. Reg June 23.
Morris, Albert, Tonbridge, Kent, Mail Cart Contractor. June 11. Comp. Reg June 19.
Moses, Lewis, & David Moses, Westminster-bridge-rd, Tobacconists June 8. Comp. Reg June 20.
Newton, Wm, Anwick, Lincoln. May 25. Asst. Reg June 18.
Noakes, Oliver, Fulham-rd, Ironmonger. June 10. Asst. Reg June 23.
Pace, Hy, Leadenhall-st, Comm Agent. June 11. Comp. Reg June 23.
Pagan, Wm, Lpool, Draper. June 19. Comp. Reg June 22.
Peachey, Geo, Kensal New-town, Grocer. May 25. Asst. Reg June 19.
Pickford, John, Heaton Norris, Lancaster, out of business. June 17. Comp. Reg June 20.
Pile, Thos, High-st, Camden-town, Draper. May 29. Comp. Reg June 22.
Pilkington, John, Bolton, Lancaster, Beerseller. June 4. Asst. Reg June 22.
Porteous, David, Manch, Cashier. June 19. Comp. Reg June 20.
Probert, Edwin, Cheltenham, Gloucester, Beerhouse Keeper. June 16. Comp. Reg June 19.
Protheroe, Rees, Bassaleg, Monmouth, Grocer. May 30. Comp. Reg June 22.
Reed, Wm, West Hartlepool, Durham, Draper. June 3. Comp. Reg June 22.
Richer, Wm, Richard's-pl, Haggerstone, Bootmaker. May 29. Comp. Reg June 22.
Rumsey, Geo Fras, Thomas-st, Kingsland-rd, Builder. May 23. Comp. Reg June 20.
Scattergood, Danl, Sheepshead, Leicester, Publican. May 27. Asst. Reg June 23.
Shield, Matthew, Wynall-rd, Forest-rd, Contractor. May 23. Comp. Reg June 19.
Smith, Saml Jarrett, Shoeburyness, Essex, Journeyman Baker. June 23. Comp. Reg June 23.
Thorne, Wm, Pembroke Dock, Draper. June 3. Comp. Reg June 23.
Tindall, Edwin Jas, Wellington-rd, St Johns-wood. June 16. Comp. Reg June 20.
Tipping, Wm Joseph, Grafton-villas, Fitzroy-rd, Maitland-pk, Draughtsman. June 18. Comp. Reg June 22.
Ward, Saml, Manch, Jeweller. June 20. Comp. Reg June 23.
Watson, Saml Hounslow, Clerk. June 17. Comp. Reg June 23.
Webb, Jas, Belsize-pk, Hampstead, Artist. June 12. Asst. Reg June 20.
Wilcox, Saml Chas, Walbrook-bldgs, Wholesale Stationer. May 25. Comp. Reg June 22.
Wingate, Jas, Glasgow, & John Philip, Chalcot-cres, Regents-pk, General Merchants. May 23. Asst. Reg June 19.
Woollett, Hy, Brighton, Sussex, Ironmonger. June 22. Inspectorship. Reg June 23.
Wright, Hy, Birm, Bookseller. June 9. Comp. Reg June 23.
Wright, Wm, Stamford-villas, Fulham-rd, Licensed Victualler. June 13. Comp. Reg June 22.

Bankrupts.

FRIDAY, June 19, 1868.

To Surrender in London.

Blenkarn, Fredk, Prisoner for Debt, London. Pet June 15 (for pau). Brougham July 6 at 12. Popham, Basinghall-st.
Coulthurst, Thurston, Upper Park-pl, Dorset-sq, Butcher. Pet June 11. Pepys. June 30 at 11. Mote, Walbrook.
Coote, Holmes, Princes-st, Hanover-sq, Surgeon. Pet June 11. July 1 at 1. Pearce, Giltspur-st.
Davis, Geo, Wisbech, St Peters, Cambridge, Saddle Maker. Pet June 15. July 6 at 11. Olland, Upwell.
De Briou, Hy Edwd Fras, Bowley-st, Limehouse, Doctor. Pet June 10. Pepys. June 30 at 1. Kynaston, King's Arms-yard, Moorgate-st.
Dutton, Robt Jas, Addle-st, Silk Merchant. Pet June 17. Pepys. June 30 at 2. Murray, Gt St Helens.
Gifford, John Wynter Jas, Albany-st, New-rd, Comm Agent. Adj June 9. Pepys. June 30 at 2. Smith & Co, Essex-st, Strand.
Hampson, John David Chas, Dorset-sq, Surgeon Dentist. Pet June 16. Roche. July 1 at 12. Dubois & Maynard, Church-passage, Gresham-st.
Handford, John, Grosvenor-st, Camberwell-rd. Commercial Traveller. Pet June 16. Roche. July 1 at 12. Clennell, Gt Knight Rider-st, Doctors'-commons.
Hart, Joseph, Titchborne-st, Regent-st. Shopman to a Fruiterer. Pet June 15. Pepys. June 30 at 12. Padmore, Westminster-bridge-rd.
Howlett, Richd, Gray's-inn-rd, Tailor. Pet June 16. Roche. July 1 at 12. Hope, Ely-place, Holborn.
Hunter, Wm Ralph, Tunbridge Wells, Kent, Innkeeper. Pet June 16. July 6 at 12. Silvester, Gt Dover-st, Newington.
Inglis, Fredk Geo Lister, Langham Hotel, Portland-place, no occupation. June 15. Roche. July 1 at 1. Norcutt, Gray's-inn-sq.
Lewis, Fredk, Liverpool-st, Bishopsgate, Cabinet Manufacturer. Pet June 16. July 6 at 12. Murray Gt St. Helen's.
Longland, Chas, Kingsland, out of business. Pet June 16. July 6 at 1. Nind, Basinghall-st.
McMahon, Thos, Sidney-pl, Notting-dale, Notting-hill, Builder. Pet June 12. July 1 at 2. Kelly, Charterhouse-sq.
Meehan, Chas David, Buckingham, out of business. Pet June 15. Roche. July 1 at 12. Harrison, Basinghall-st.
Munro, Wm, Prisoner for Debt, London. Pet June 17 (for pau). Brougham. July 6 at 2. Drake, Basinghall-st.
Poole, Clement Wm, Ramsgate, Kent, out of business. Pet June 12. Pepys. June 30 at 11. Priest, Buckingham-st, Strand.
Richmond, Geo, Prisoner for Debt, London. Pet June 16 (for pau). Pepys. June 30 at 1. Popham, Basinghall-st.
Robbins, Geo, Langford-rd, Kentish Town, Comedian. Pet June 17. Roche. July 1 at 1. Semple, Duke-st, Manchester-sq.
Schmidt, Philipp, Mare-st, Triangle, Hackney, Journeyman Baker. Pet June 16. Pepys. June 30 at 12. Wyatt, Arthur-st West.
Shepherd, John Geo, York-rd, Battersea, Greengrocer. Pet June 12. July 1 at 2. Cooper, Lincoln's-inn-fields.
Smith, Calvin Denny, Cransford, Suffolk, Cattle Dealer. Pet June 17. Roche. July 1 at 12. Shafto, Framlingham.
Walker, John, Old Woolwich-rd, East Greenwich, Licensed Victualler. Pet June 16. Pepys. June 30 at 1. Olive, Portsmouth-st, Lincoln's-inn-fields.

Weaver, Wm, Francis-st, Woolwich, Boot Maker. Pet June 17. Pepys. June 30 at 2. Hope, Ely-pl, Holborn.
Welch, Wm Tallant, Kingston-upon-Thames, Surrey, Watch Maker. Pet June 15. July 6 at 12. Haynes, Serjeant's-inn, Fleet-st.

To Surrender in the Country.

Abrahamson, Chas, East Stonehouse, Devon, Picture Frame Maker. Pet June 17. Pearce. East Stonehouse, July 7 at 11. Vaughan, Devonport.
Andrew, Nicholas, Lpool, Ship Broker. Pet June 16. Lpool, June 30 at 11. Anderson & Collins, Lpool.
Bailey, Nathan, Little Bolton, out of business. Pet June 17. Holden. Bolton, July 2 at 10. Ramwell, Bolton.
Barfoot, John Hassall, Leicester, Clockmaker. Pet June 16. Tudor. Birm, June 30 at 11. Fiter, Birm.
Bennett, Fras, Brighton, Sussex, Licensed Victualler. Pet June 13. July 1 at 11. Lamb, Brighton.
Blackwell, Benj, Walsall, Stafford, Silver Plater. Pet June 15. Walsall, July 6 at 11. Glover, Walsall.
Brailsford, Amos, Nottingham, Framework Knitter. Pet June 16. Patchitt. Nottingham, July 22 at 10.30. Belk.
Brain, Richd Long, Doncaster, York, Beerhouse Keeper. Pet June 17. Leeds, July 1 at 12. Fernell, Sheffield.
Chaston, Jas, Gt Yarmouth, Norfolk, Watchmaker. Pet June 15. Chamberlin. Gt Yarmouth, July 3 at 12. Palmer, Gt Yarmouth.
Cowelas, Minos. Manch, Merchant. Pet June 2. Fardell. Manch, July 1 at 11. Grundy & Coulson, Manch.
Cunliffe, Wm, Bolton, Lancaster, Ironmonger. Pet June 15. Holden. Bolton, July 1 at 10 Ramwell, Bolton.
Davies, Thos, Dolaneotley Mill, Carmarthen, Miller. Pet June 9. Jones. Llandovery, June 29 at 11. Bishop, jun, Llandovery.
Dewhurst, Jas Anderton, Blackburn, Lancaster, out of business. Pet June 18. Fardell. Manch, June 29 at 11. Sale & Co, Manch.
Edwards, Eliz, Oswestry, Salop, Innkeeper. Pet June 15. Hill. Birm, July 1 at 12. James & Griffin, Birm.
Eglinton, Jas, Sunderland, Durham, Solicitor. Pet June 15. Gibson. Newcastle-upon-Tyne, July 7 at 12. Joel, Newcastle-upon-Tyne.
Follett, Hy, Dartmouth, Devon, Shipbuilder. Pet June 8. Exeter, June 30 at 12. Clarke, Exeter.
Fox, Mitchell, Prisoner for Debt, York. Adj June 13. Leeds, July 1 at 12.
Gibbs, Wm, Luton, Bedford, Innkeeper. Pet June 16. Austin. Luton, June 30 at 10. Bailey, Luton.
Glazebrook, Joseph, Nottingham, Labourer. Pet June 16. Patchitt. Nottingham, July 22 at 10.30. Heathcote.
Green, Thos, St Helen's, Lancaster, Tailor. Pet June 16. Ansdell. St Helen's, July 4 at 11. Swift, St Helen's.
Gurr, Wm Huntley Bryant, Brighton, Sussex Milkman. Pet June 13. Eversbed. Brighton, July 1 at 11. Mills, Brighton.
Heslop, Margaret, Durham, Dealer in Berlin Wool. Pet June 17. Ingledew. Gateshead, July 1 at 12. Johnston, Newcastle-upon-Tyne.
Hicklin, John, Carlisle, Cumberland, Mewspaper Editor. Pet June 17. Gibson, Newcastle-upon-Tyne, July 2 at 12. Watson, Newcastle-upon-Tyne.
Hicks, Jas Baker, Bristol, Tailor. Pet June 13. Harley. Bristol, June June 26 at 12 Benson & Ellerton.
Hobday, Hy Edwd, Worcester, Gildr. Pet June 16. Crisp. Worcester, June 30 at 11. Deveroux, Worcester.
Holliday, Geo, Carlisle, Millwright. Pet June 16. Halton. Carlisle. July 1 at 11. Wannop, Carlisle.
Holt, Edwd, Prisoner for Debt, Stafford. Adj June 11. Hill. Birm, July 1 at 12. James & Griffin, Birm.
James, Joseph, Birm out of business. Pet June 16. Hill. Birm, July 1 at 12. East, Birm.
Jenkins, Moses. Coedycennain, Glamorgan, General Carrier. Pet June 15. Spicksit. Pontypridd. June 30 at 11. Thomas, Pontydridd.
Jessopp, Hannah, Bradford, York, Beerseller. Pet June 16. Bradford, July 7 at 9.15 Hill, Bradford.
Jones, Thos, Tilley, Salop, out of business. Pet June 12. Barker. Wem, July 2 at 12. Davies, Shrewsbury.
Knight, Joseph, Northampton, Shoe Manufacturer. Pet June 15. Dennis, Northampton, July 4 at 10. White, Northampton.
Lucy, Martin, Gt Malvern, Worcester, Draper. Pet June 17. Hill. Birm, July 1 at 12. Cooper, Gt Malvern.
Masters, John, Daventry, Northampton, Innkeeper. Pet June 17. Willoughby. Daventry, July 1 at 10. Roche, Daventry.
Mattin, Wm, Gt Grembam, Suffolk, Thatcher. Pet June 17. Cubbe. Framlingham, July 1 at 11. Moseley, Framlingham.
McKendrick, Joseph, Lincoln, Currier. Pet June 16. Uppleby. Lincoln, June 30 at 11. Williams, Lincoln.
Mills, Matthew, Manch, out of business. Pet June 16. Macrae. Manch, July 3 at 12. Boote & Rylance, Manch.
Myers, John, Lpool, out of business. Pet June 16. Lpool, July 2 at 11. Hindle, Lpool.
Norton, John, Ashbocking, Suffolk, Grocer. Pet June 16. Pretyman. Ipswich, July 2 at 11. Moseley Ipswich.
Osmond, Edwd, Prisoner for Debt, Taunton. Adj June 13. Wilde. Bristol, July 1 at 11.
Pepper, Thos, Willoughby, Nottingham, Farm Bailiff. Pet June 15. Brock. Loughborough, July 2 at 12. Crauch, Nottingham.
Prescott, Wm Everton, nr Lpool, Greengrocer. Pet June 16. Hime. Lpool, June 30 at 3. Henry, Lpool.
Riley, Edwd Jas, Manch, Yarn Agent. Pet June 17. Fardell. Manch, June 29 at 11. Hampson, Manch.
Smith, Jas, Farnworth Lancaster, Shopkeeper. Pet June 16. Holden. Bolton, July 1 at 11. Ramwell, Bolton.
Smith, Eliz Fullerton, Lpool, out of business. Pet June 16. Lpool, July 8 at 11. Tyrer, Lpool.
Spink, Hy, Swinehead, Lincoln, Builder. Pet June 13. Staniland. Boston, July 1 at 10. Wise, Boston.
Stacey, Chas, Prisoner for Debt, Cardiff. Adj June 12. Morgan. Neath, July 1 at 11. Payne, Neath.
Stewart, Jas, Prisoner for Debt, Cardiff. Adj June 12. Wilde. Bristol, July 1 at 11.
Thompson, Wm, Darlington, Durham, Sawyer. Pet June 15. Bowes. Darlington, July 3 at 10. Wooller, Darlington.
Wagner, Louis, Lpool, Outfitter. Pet June 16. Lpool, July 2 at 11. Smith, Lpool.
Wembridge, Geo, Ilfracombe, Devon. Wine Merchant. Pet June 15. Exeter, June 30 at 11. Gough, Ilfracombe.
Woollard, Joseph, Irchester, Northampton, Licensed Victualler. Pet June 15. Burnham. Wellingborough, July 7 at 3. White, Northampton.
Wyeth, Richd, Frimley, Surrey, Labourer. Pet June 10. Hollest. Farnham, June 26 at 12. White, Guildford.

TUESDAY, June 23, 1868.

To Surrender in London

Bidden, John, Prisoner for Debt, London. Adj June 18. Roche. July 15 at 12.
Clayton, Thos, Prisoner for Debt, London. Pet June 15 (for pau). Murray. July 6 at 11. Scarth, Weibeck-st, Cavendish-sq.
Colton, Hy, Stratford, Essex, Carpenter. Pet June 19. July 9 at 11. Layton, Navarino Cottage, Bow-rd.
Deakin, John Riley, Merchant. Prisoner for Debt, London. Adj June 18. Roche. July 15 at 12.
Evans, John, Prisoner for Debt, Springfield. Adj June 18. Roche. July 15 at 12.
Frith, Warren Hastings Leslie, Prisoner for Debt, London. Adj June 18. Roche. July 15 at 12.
Grunbaum, Herman Otto Albert Emiel, Aldgate, Dentist. Pet June 18. Pepys. July 8 at 11. Hope, Ely-pl, Holborn.
Haynes, Wm Jas, Navarino-rd, Dalston, Clerk Pet June 18. July 9 at 11. Pittman, Guildhall-chambers, Basinghall-st.
Hine, Geo Thos Arrowsmith, Gloucester-st, Pimlico, Gent. Pet June 18. July 6 at 2. Davis & Barnard, Gresham-bldgs, Basinghall-st.
Hodder, Elijah, Stanhope-st, Clare Market, out of business. Pet June 20. Murray. July 6 at 12. Greaves, Eldon-chambers, Devereux-ct, Temple.
Hole, Thos Wm, Gravesend, Boot Manufacturer. Pet June 19. Pepys. July 8 at 11. Wright, Chancery-lane.
Jarvis, Fredk, Dropper's-rd, Bermondsey, Commercial Traveller. Pet June 20. Murray. July 6 at 12. Robertson, Martin's-lane, Cannon-st.
Mortlock, Philadelphia Anne, High-row, Silver-st, Notting-hill, Chas Thos Mortlock. and Edwd Mortlock, St John's-mews, Ledbury-rd, Bayswater, Cabinet Makers. Pet June 10. Murray. July 6 at 11. Webb, Austinfriars, Old Broad-st.
Moulton Joseph, jun, Dartington-ter, Harrow-rd, Paddington, Tile Fixer. Pet June 20. July 9 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Oldham, Hy, Prisoner for Debt, London. Pet June 17. July 6 at 1. Marshall, Linholn's-inn-fields.
Osborn, Hy, Baker's-lane, Streatham Common, Wheelwright. Pet June 18. July 6 at 2. Buckley, Bouverie-st. Fleet-st.
Pettifer, Geo, Queen-st, Edgware-rd, Modeller. Pet June 19. Pepys. July 8 at 11. Ribsy, Coleman-st.
Ranzen, Mannas, Middlesex st, Whitechapel, Hat Manufacturer. Pet June 16. July 6 at 1. Haigh, jun, King-st, Cheapside.
Reed, Hy, Church-st, Bethnal-green, Corn Dealer. Pet June 18. Murray. July 6 at 11. Angell, Guildhall-yard.
Sanders, John Williams, & Wm Alfred Sanders, Guildford-st, Gray's-inn-rd, Builders. Pet June 17. Murray. July 6 at 11. Gammon, Cloak-lane, Cannon-st.
Thompson Chas Edwards, George-st, Hampstead-rd, no occupation. Pet June 20. July 9 at 12. Nettleship, John-st, Bedford-row.
Waters, Thos, Winchester, Hants, Attorney-at-Law. Pet June 17. July 6 at 2. Lawrance & Co, Old Jewry-chambers.

To Surrender in the Country.

Alexander, Joseph, Bath, Somerset, Butcher. Pet June 16. Smith. Bath, July 7 at 11. McCarthy, Bath.
Aspin, Saml, Rochdale, Lancaster, Draper. Pet June 13. Fardell. Manch, July 7 at 11. Standring jun, Rochdale.
Bailey, Robt, Barrow-in-Furness, Lancaster, Licensed Victualler. Pet June 12. Fardell. Manch, July 6 at 12. Relph, Barrow-in-Furness.
Baily, Hy Horatio, Coventry, out of business. Pet June 19. Kirby. Coventry, July 7 at 3. Smallbone, Coventry.
Bayley, Abraham, Manch, Baker. Pet June 19. Fardell. Manch, July 8 at 11. Leigh, Manch.
Bevington, Alfred Sefton, Prisoner for Debt, Worcester. Pet June 5 (for pau.) Crisp. Worcester, July 7 at 11. Tree, Worcester.
Brierley, John Bently, Pendleton, nr Manch, Cotton Manufacturer. Pet June 11. Fardell. Manch, July 7 at 11. Marsland & Addleshaw, Manch.
Bryan, Wm Edmund, Burton-on-Trent, Stafford, Butcher. Pet June 17. Hubbersty. Burton-upon-Trent, July 7 at 11. Stevenson, Burton-on-Trent.
Burgess, Jas, Brinnington, Chester, Farmer. Pet June 19. Fardell. Manch, July 8 at 11. Boote & Rylance, Manch.
Clark, Joseph, Faversham, Kent, Fish Salesman. Pet June 19. Tassell. Faversham, July 4 at 11 Giraud, Faversham.
Clay, Jacob, Prisoner for Debt, York. Adj June 13. Leeds, July 6 at 11.
Daft, Wm, Sheffield, Bootmaker. Pet June 19. Wake. Sheffield, July 3 at 1. Binney & Son, Sheffield.
Eaw, Wm, Plymouth, Carpenter. Pet June 19. Pearce. East Stonehouse, July 8 at 11. Gidley, Plymouth.
Drinkwater, Thos, Prisoner for Debt, Hereford. Pet June 10. Collins. Ross, July 9 at 12. Williams, Ross.
Edwards, Richd, Bosbury, Hereford, Grocer. Pet June 16. Piper. Ledbury, July 7 at 11. Reece, Ledbury.
Elmes, Thos, Bishops Lydeard, Somerset, Doctor. Pet June 19. Exeter, July 4 at 12. Hirtzel, Exeter.
Evans, Wm, Prisoner for Debt, Carnarvon, Adj June 11. Lpool, July 6 at 12.
Fletcher, Chas, Bradford, York, Tobacconist. Pet June 19. Bradford, July 7 at 9 15. Hargreaves, Bradford.
Fryer, John Bostock, Bolton, Lancaster, Cabinet Maker. Pet June 20. Holden. Bolton, July 8 at 10. Richardson & Co, Bolton.
Graham, Wm, South Shields, Durham, Beerhouse Keeper. Pet June 20. Wawn. South Shields, July 7 at 3. Duncan, South Shields.
Griffiths, Griffith, Prisoner for Debt, Carnarvon. Adj June 11. Lpool, July 6 at 12.

Hart, Albert Jas, Thorrington, Essex, Carpenter. Pet June 17. Barnes. Colchester. July 4 at 12. Goody, Colchester.
Higginbottom, David, Undercliffe, York, Plumber. Pet June 19. Bradford, July 7 at 9.15. Hill, Bradford,.
Hughes, Edmund, Rushwick, Worcester, Builder. Pet June 19. Hill. Birm, July 8 at 12. Tree, Worcester.
Jackson, Wm. Birm, Bridle Cutter. Pet June 15. Guest. Birm, July 3 at 10. Southall & Nelson, Birm.
Jolliffe, Richd, Southampton, Cabinet Maker. Pet June 20. Thorndike. Southampton, July 15 at 12. Mackey, Southampton.
Keal, John, Mumby-cum-Chapel, Lincoln, Farmer. Pet June 17. Walker. Spilsby, July 2 at 11. Brackenbury, Alford.
Lovett, Chas, Sussex, Labourer. Pet June 16 (for pau). Blaker, Lewes. July 2 at 11. Hillman, Lewes.
McClelland, Saml, Prisoner for Debt, Walton. Pet June 11. Hime. Lpool, July 6 at 2.
Ness, Wm, Prisoner for Debt, Durham. Adj June 17. Greenwell. Durham, July at 11. Marshall jun. Durham.
Nutter, Peter Saml, Manch, Beerhouse Keeper. Pet June 19. Kay. Manch, July 7 at 9.30. Burton, Manch.
Owen, Wm, Troedyrhiw, Glamorgan, Railway Porter. Pet June 18. Spickett. Pentypridd, July 4 at 12. Thomas, Pontypridd.
Pink, Joseph Geo, Cambridge, Coal Agent. Pet June 18. Eaden. Cambridge, July 6 at 3. French, Cambridge.
Price Thos, Oldbury, Worcester, Confectioner. Pet June 12. Watson. Oldbury, July 6 at 11. Shakespeare, Oldbury.
Prince, Chas, Manch, Publican. Pet June 20. Kay. Manch, July 7 at 9.15. Browther & Orton, Manch,
Rands, Wm Benj, Prisoner for Debt, Ipswich. Pet June 18 (for pau.) Pretyman. Ipswich, July 2 at 11. Galsworthy, Ipswich.
Renwick, Jas, Cumberland, Greenfoot, Farmer. Pet June 18. Hodgson. Wigton, July 2 at 11.30. Donald, Carlisle.
Reynolds, Wm John, Prisoner for Debt, Monmouth. Adj April 15. Roberts. Newport, July 3 at 11. Goodere, Newport.
Russell, Philip, Sussex, Beerseller. Pet June 16 (for pau.) Blaker. Lewes, Wilton, July 2 at 11. Hillman. Lewes.
Sier, Rebecca, jun, Prisoner for Debt, Gloucester. Pet June 10 (for pau.) Wilton. Gloucester, July 4 at 12. Skipper, Cheltenham.
Sier, Rebecca, Prisoner for Debt, Gloucester. Pet June 10 (for pau.) Wilton. Gloucester, July 4 at 12. Skipper, Cheltenham.
Simnett, Wm, Prisoner for Debt, Stafford. Adj June 11 (for pau.) Hubbersty. Burton-on-trent, July 7 at 11.
Slater, Saml, Sandbach, Chester. Journeyman Baker. Pet June 10. Latham, Sandbach, July 1 at 11. Washington, Congleton.
Smirfilt, Joseph, Wakefield, York, Shopkeeper. Pet June 16. Mason. Wakefield, July 5 at 11. Gill, Wakefield.
Stockdale, Wm, Lpool, Barman. Pet June 19. Hime. Lpool, July 7 at 3. Baxter, Lpool.
Turner, Richd, Crumpsall, Lancaster, Cab Proprietor. Pet June 18. Kay. Manch, July 7 at 9.30. Heath & Sons, Manch.
Watt, John, Carlisle, Cumberland, Coal Agent. Pet June 19. Halton. Carlisle, July 6 at 11. Wannop, Carlisle.
Woodward, Fredk, Swindon, Wilts, Builder. Pet June 16. Townsend. Swindon, July 4 at 11. Lovett & Son, Cricklade.
Woolley, Jas, Middlesbrough, York, Brassfounder. Pet June 18. Crosby. Middlesbrough, July 6 at 11.30. Dobson Middlesbrough.